

Standard Bidding Document

T-03/2026 Shifting & Replacement of Single phase and Three phase Energy
Meters (QESCO Sibi Circle)
(Works)

National

Single Stage-One Envelope



April 09, 2026

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REQUEST FOR BIDS PROCUREMENT OF CIVIL WORKS

1. The **Chief Engineer (Technical) (QESCO)** has reserved Funds for the procurement planned for FY **2025-26**. The **Chief Engineer (Technical) (QESCO)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**T-03/2026 Shifting & Replacement of Single phase and Three phase Energy Meters (QESCO Sibi Circle)**".
2. The **Chief Engineer (Technical) (QESCO)** invites sealed Bids from eligible Bidders for procurement of Works (**T-03/2026 Shifting & Replacement of Single phase and Three phase Energy Meters (QESCO Sibi Circle)**) described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/> for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, April 30, 2026 10:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Thursday, April 30, 2026 10:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://pa.epads.gov.pk/>. A tutorial to explain the registration process is

available at <https://www.youtube.com/watch?v=MNW6T38v7tc>.

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 on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. INTRODUCTION

1. Scope of Bid

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. Source of Funds

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. Eligible Bidders

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

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

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if -

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

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

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. Eligible Material and Equipment

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as "Eligible Countries".

B. BIDDING DOCUMENTS

1. Contents of Bidding Documents

1.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

- Section I -Invitation for Bids
- Section II Instructions to Bidders (ITBs)
- Section III Bid Data Sheet (BDS)
- Section IV Eligible Countries
- Section V Evaluation and Qualification Criteria
- Section VI Works Requirements Technical Specifications & Schedule of Requirements
- Section VII Standard Bidding Forms
- Section VIII General Conditions of Contract (GCC)
- Section IX Particular Conditions of Contract (PCC)
- Section X Contract Forms

1.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

2. Clarification of Bidding Document, Pre-bid Meeting

2.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

2.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

2.3. 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 7.

2.4. 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 bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

2.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

2.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

3. Amendment of Bidding Documents

3.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

3.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

1. Language of Bid

1.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

2. Documents Constituting the Bids

2.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

3. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents

3.1. The bid prepared by the bidder shall constitute the following components: -

3.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

3.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

3.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

3.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

3.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

3.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

3.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

3.1.8. Any other document required in the BDS.

3.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

3.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

3.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

3.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

3.4.2. an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

3.4.3. any other procurement specific documentation requirement as stated in the BDS.

3.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

4. Documents Establishing Eligibility and Qualification of the Bidder

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

4.2. The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

4.3. The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

4.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

4.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

4.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

5. Forms of Bid

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

6. Bid Prices

6.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

6.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

6.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

Provided that:

6.3.1. where there is only one (substantially) responsive bidder, or

6.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,

The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

6.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

6.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

6.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

6.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

6.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

7. Currencies of Bid and Payment

7.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

8. Documents Comprising the Technical Proposal

8.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII - Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

9. Bid Validity Period

9.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

9.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

10. Bid Security or Bid Securing Declaration

10.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

10.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

10.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

10.2.2. A cashier's or certified cheque; or

10.2.3. Another security as indicated in the **BDS**.

10.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

10.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

10.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

10.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

10.6.1. The expiry of the Bid Security;

10.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;

10.6.3. The rejection by the Procuring agency/Employer of all Bids;

10.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.

10.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

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

10.8.1. if a Bidder:

10.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

10.8.2. In the case of a successful bidder, if the bidder fails:

10.8.2.1. to sign the contract in accordance with ITB 40; or

10.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

10.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

11. Withdrawal of Bids

11.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

12. Format and Signing of Bid

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

D. SUBMISSION OF BIDS

1. **Submission of Bids through EPADS v2.0**

1.1. All bids shall be submitted through EPADS v2.0.

2. **Deadline for Submission of Bids**

2.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

2.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

3. **Substitution and Modification of bids**

3.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

3.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18**.

E. **OPENING AND EVALUATION OF BIDS**

1. **Opening of Bids**

1.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

2. **Confidentiality**

2.1. 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 persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

3. Clarification of Bids

3.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

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

- 3.2.1. evaluation & qualification criteria;
- 3.2.2. required scope of work;
- 3.2.3. contract price;
- 3.2.4. all securities requirements;
- 3.2.5. tax requirements;
- 3.2.6. terms and conditions of bidding documents.
- 3.2.7. change in the ranking of the bidder

4. Preliminary Examination of Bids

4.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

- 4.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;
- 4.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;
- 4.1.3. has been properly signed;

4.1.4. is accompanied by the required securities; and

4.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

4.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

4.2.1. affects in any substantial way the scope, quality, or performance of the Works;

4.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

4.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

4.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. 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.

4.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor

informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

4.4.1. Submit the number of copies of signed bids required by the invitation;

4.4.2. Furnish required information concerning the number of its employees;

4.4.3. the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.

4.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

4.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

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

5. Examination of Terms and Conditions; Technical Evaluation

5.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been accepted

by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

5.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

5.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

6. Correction of Arithmetic Errors

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

6.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer 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;

6.1.2. 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

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

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

6.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

7. Conversion to Single Currency

7.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

8. Evaluation of Bids

8.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

8.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS

and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

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

8.3.1. 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;

8.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

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

8.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single 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**.

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

Explanation:

"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.

9. Domestic Preference

9.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

10. **Determination of Successful Bid**

10.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

11. **Qualification of Bidder**

11.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.

Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

11.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**.

11.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

12. **Sub-Contractors**

12.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

12.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

13. **Abnormally Low Financial Bid**

13.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

13.1.1. Comparing the bid price with the cost estimate;

13.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

13.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

13.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

13.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

13.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

13.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

1. Criteria of Award

1.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

1.1.1. eligible in accordance with the provisions of **ITB 3**;

1.1.2. is determined to be qualified to perform the Contract satisfactorily;
and

1.1.3. Successful negotiations have been concluded, if any.

2. Negotiations

2.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

2.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

2.1.2. Methodology, work plan, staffing in view to streamline the work;

2.1.3. a minor amendment to the Particular conditions of Contract;

2.1.4. finalizing payment arrangements;

2.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

2.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

3. Procuring agency's Right to reject All Bids

3.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

4. Notification of Award

4.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

4.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract

(hereinafter and in the Contract called the "Contract Price).

4.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

4.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

5. Signing of Contract

5.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

5.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

5.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

6. Performance Security (or Guarantee)

6.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

6.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

6.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

6.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

6.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

6.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

6.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

7. Advance Payment

7.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

7.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

8. General Performance of the Bidders

8.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

9. Corrupt & Fraudulent Practices

9.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/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

1. Grievance Redressal

1.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

H. MECHANISM OF BLACKLISTING

1. Mechanism of Blacklisting

1.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and "Blacklisting and Debarment of Bidders or Contractors Regulations 2024".



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		
1	1.1	<p>Name of Procuring Agency:Chief Engineer (Technical) (QESCO)</p> <p>The subject of procurement is:T-03/2026 Shifting & Replacement of Single phase and Three phase Energy Meters (QESCO Sibi Circle)</p> <p>Expected commencement date: Tuesday, June 2, 2026</p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency:2025-26</p> <p>Name and identification number of the Contract: P17513</p>
3.	3.1	<p>JV/Consortium or Association Allowed: No</p> <p>Number of JV/Consortium Members: Nil</p>
B. Bidding Documents		

4.	6.2 & 6.4	The Bidders may seek clarifications through EPADS v2.0 : Clarification Date: Thursday, April 23, 2026
5.	7.2	Any addendum, in case issued, shall be published on Chief Engineer (Technical) (QESCO) website and on EPADS v2.0 .
C. Preparation of Bids		
6.	8.1	List of documents required along with the bid: 1. Performance Certificate of Similar work 2. Previous Work Orders 3. Bidding documents duly signed and stamped
7.	9.1	The qualification criteria to establish the supply / production capability of the bidder. <i>see Eligibility Criteria</i>
8.	11.2	Works and Their related documents: <i>See section Required Scope of Work</i>
9.	11.1	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	11.4	Specifications: <i>see section of specifications.</i>

11.	11.5 & 13.5	The price shall be Fixed . The bid price shall be adjusted in accordance with Appendix provided - Formula for Price Adjustment.
12.	14.1	Currency of the Bids shall be : PKR
13.	16.1	The Bids/Bid Validity period shall be: 120 Days
14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6
15.	17.2	The Bid Security shall be in the form of: Pay Order, Call at Deposit, Bank Guarantee, Demand Draft
16.	15.1	Alternative Bids to the requirements of the bidding documents will not be permitted.
D. Submission of Bids		
17.	18.1 & 21.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p>QESCO HQ, Zarghoon road Quetta.</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: Thursday, April 30, 2026 10:00 AM</p>
E. Opening and Evaluation of Bids		

18.	24.1	<p>The Bids opening shall take place on EPADS v2.0.</p> <p>Day : Thursday</p> <p>Date: April 30, 2026</p> <p>Time : 10:30 AM</p>
19.	30.2	<p>Selection technique adopted will be: Least Cost Based Selection (LCBS) <i>see Evaluation Criteria</i></p>
<p>F. Award of Contract</p>		
20.	41.1 & 41.2	<p>The Performance guarantee shall: 5.00%.</p> <p>The Performance Guarantee shall be acceptable in the form of: Pay Order, Call at Deposit, Bank Guarantee, Demand Draft</p>
21.	45.1	<p>Arbitrator shall be appointed by mutual consent of the both parties.</p>
<p>G. Review of Procurement Decisions</p>		
22.	37	<p>Grievance against this procurement shall be submitted online on EPADS v2.0.</p>

Eligibility Criteria

Bidder's Type	Required Registration
Sole Proprietorship	NADRA CITIZENSHIP (CNIC/NICOP)
Partnership Firm	FBR (NTN)
Company (Private Limited)	FBR (GSTN)
Company (Public Limited)	PEC
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
PEC Registration CI , C3 & EE-04 be valid for the financial year 2025-26.	Yes
Contractor must have experience of executing similar nature of work / project at least in 01 x Distribution company & should submit documentary evidence in the form of performance certificate.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Jobs/Lots

Lot Title : Shifting and Replacement of Energy Meters (QESCO Sibi Circle)

Bid Security : 793252

Job	Delivery Schedule	Quantity
Installation fixing and Welding of cast iron frame (weighing between 2.5 to 3 kg with anti-rust paint) on poles for anti-theft / securing of Energy meters & 8 single phase Energy meters per frame i-e frames to be installed for shifting of meters	Address: QESCO Sibi Circle (i-e 11 KV Sibbi City, 11 KV Saalim Shah Bukhari, 11 KV Bhag City, 11 KV Dhadar City, 11 KV Dera Express, 11 KV Usta Muhammad City, 11 KV Turkish Colony and 11 KV Khairpur Feeders) Schedule: 180 Days Quantity: 3707	3707
Shifting of single/Three phase Energy meters, screening of Energy meters & replacement of old sluggish Energy meters (if needed) on poles away from public premises	Address: QESCO Sibi Circle (i-e 11 KV Sibbi City, 11 KV Saalim Shah Bukhari, 11 KV Bhag City, 11 KV Dhadar City, 11 KV Dera Express, 11 KV Usta Muhammad City, 11 KV Turkish Colony and 11 KV Khairpur Feeders) Schedule: 180 Days Quantity: 14827	14827
Provision of cables, if required, in accordance with NTDC standard design and specifications Per meter Cost (2 Core 7/0.052 per Meter, 4 Core 19/0.052 per Meter, 4 Core 19/0.083 per Meter and 4 Core 37/0.083 per Meter)	Address: QESCO Sibi Circle (i-e 11 KV Sibbi City, 11 KV Saalim Shah Bukhari, 11 KV Bhag City, 11 KV Dhadar City, 11 KV Dera Express, 11 KV Usta Muhammad City, 11 KV Turkish Colony and 11 KV Khairpur Feeders) Schedule: 180 Days Quantity: 74135	74135

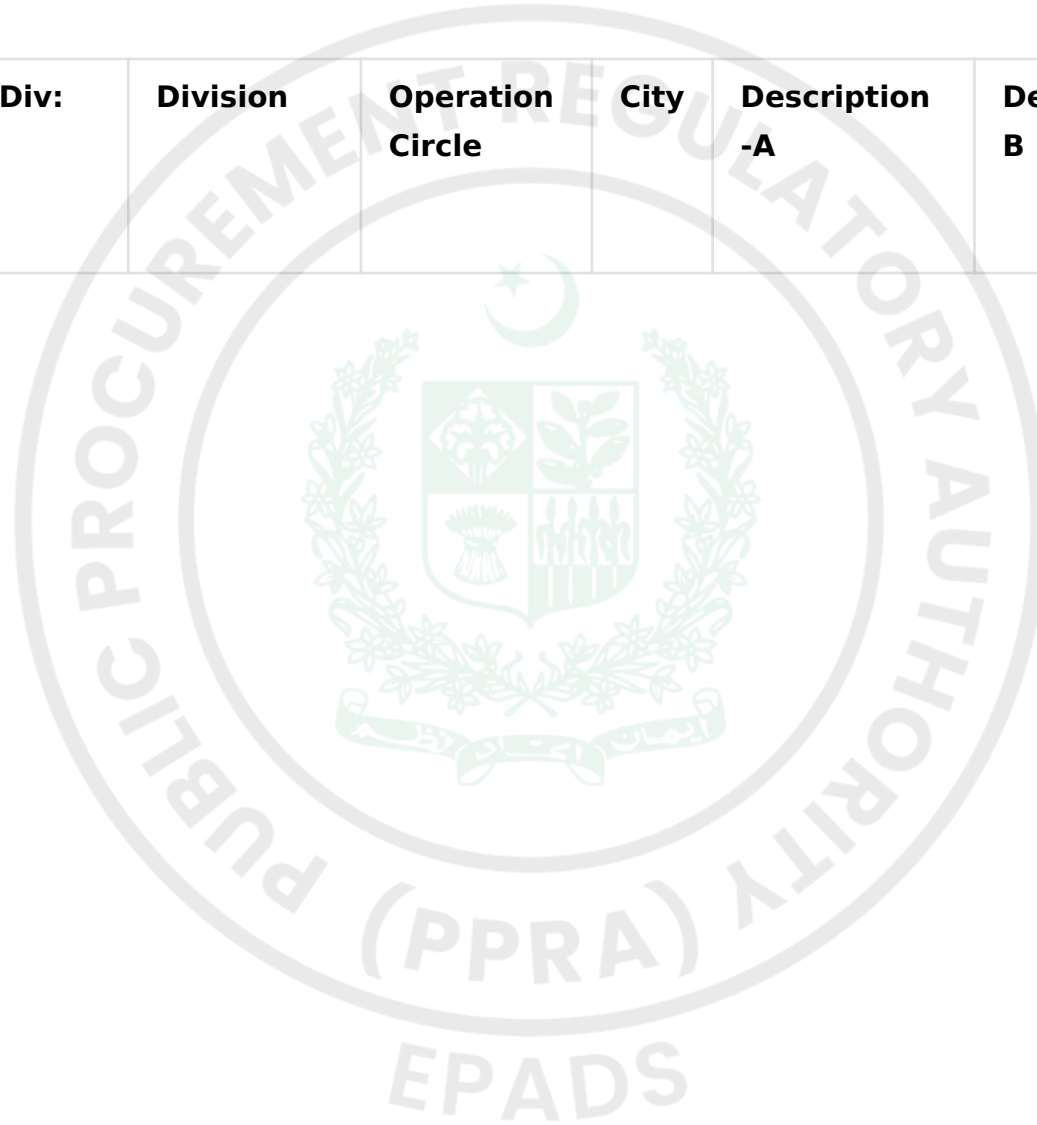
Related Services :

No

Work Specifications and Market Rates

Scope of Work

Sr No.	11 KV Feeder Name/ Code	Sub Div:	Division	Operation Circle	City	Description -A	Description - B	Description -C
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1	Sibi City	Sibi	Sibi	Sibi	Sibi	Installation fixing and Welding of cast iron frame (weighing between 2.5 to 3 kg with anti-rust paint) on poles for anti-theft / securing of Energy meters & 8 single phase Energy meters per frame	Provision of cables, if required, in accordance with NTDC standard design and specifications Per meter Cost, (2 Core 7/0.052 per Meter, 4 Core 19/0.052 Per Meter, 4 Core 19/0.083 per Meter, 4 Core 37/0.083 per Meter	Shifting of single/Three phase Energy meters, screening of Energy meters & replacement of old sluggish Energy meters (if needed) on poles away from public premises
2	Saleem Shah Bukhari	Sibi	Sibi	Sibi				
3	Bagh City	Lehri	Sibi	Lehri				
4	Dhadar	Sibi	Sibi	Dhadar				

5	Dera Express	DM Jamali	Naseerabad	Dera Murad Jamali
6	Usta Muhammad City	Usta Muhammad	Naseerabad	Usta Muhammad
7	Turkish Colony	Jafarabad	Naseerabad	Jaffarabad
8	KhairPur	Sohbat Pur	Naseerabad	Sohbat Pur

Price Schedule

For Individual Jobs

#	Job 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.

5.2. A {DOCUMENTS}

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

1. Effectiveness of Contract

1.1. 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.

2. Commencement of Services

2.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

3. Program schedule

3.1. 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.

4. Starting Date/Expiration Date

4.1. 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.

4.2. 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.

5. Entire Agreement

5.1. 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.

6. Modification

6.1. 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.

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

7. Force Majeure

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

8. Termination

8.1. 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);

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

8.1.2. 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;

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

8.1.4. 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;

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

8.2. 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.

8.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

8.2.2. 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;

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

8.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

1. General

1.1. Standard of Performance

1.1.1. 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;

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

1.2. 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.

2. Conflict of Interests

2.1. 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.

2.2. 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.

2.3. 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:

- 2.3.1. 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;
- 2.3.2. 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;
- 2.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

3. Insurance to be Taken Out by the Contractor

3.1. 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.

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

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

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

5. Reporting Obligations

5.1. 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.

6. Liquidated Damages

6.1. 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.

6.2. 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**.

6.3. 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

7. Performance Guarantee

7.1. 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**.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. 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**.

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

8. Sustainable Procurement

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

D. Contractor's Personnel

1. Description of Personnel

1.1. 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.

2. Removal and / or Replacement of Personnel

2.1. 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.

2.2. 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.

2.3. 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

1. Change in the Applicable Law

1.1. 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**.

2. Services and Facilities

2.1. 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.

2.2. 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

1. Contract Price

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

2. Terms and Conditions of Payment

2.1. 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.

2.2. 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.

3. Quality Control Identifying Defects

3.1. 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**.

3.2. A {INSPECTION}

4. Correction of Defects, and Lack of Performance Penalty

4.1. 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.

4.2. 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.

4.3. 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.

5. Settlement of Disputes Amicable Settlement

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

6. Dispute Settlement

6.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



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
	<p>Definitions</p> <p>The Procuring Agency is:Chief Engineer (Technical) (QESCO),Chief Engineer (Technial)QESCO HQ, Zarghoon road Quetta.</p> <p>The Supplier is:</p> <p>The title of the subject procurement is:T-03/2026 Shifting & Replacement of Single phase and Three phase Energy Meters (QESCO Sibi Circle)</p>
GCC 2	<p>Applicable/Governing Law:</p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
GCC 3	<p>Language:</p> <p>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.</p>

<p>GCC 4</p>	<p>Notices:</p> <p>The addresses for the notices are:</p> <p>Procuring Agency:</p> <p>Chief Engineer (Technical) (QESCO), Chief Engineer (Technical) QESCO HQ, Zarghoon road Quetta. +92-319-808-8015 rdicqesco@yahoo.com</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder's Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p>GCC 6.1</p>	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency:</p> <p>Chief Engineer (Technical) (QESCO), Chief Engineer (Technical) QESCO HQ, Zarghoon road Quetta. +92-319-808-8015 rdicqesco@yahoo.com</p> <p>For the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>
<p>GCC 7</p>	<p>Effectiveness of the contract</p> <p>The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties</p>
<p>GCC 8</p>	<p>Commencement of Contract:</p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>

<p>GCC 10.2</p>	<p>Expiration of Contract:</p> <p>The time period shall be</p>
<p>GCC 14</p>	<p>Termination</p> <p>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.</p>
<p>GCC 16</p>	<p>Conflict of Interest:</p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.</p>
<p>GCC 20</p>	<p>Liquidated Damages</p> <p>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 10.00% of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.</p>
<p>GCC 21</p>	<p>Performance Guarantee:</p> <p>The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Pay Order, Call at Deposit, Bank Guarantee, Demand Draft</p>
<p>GCC 27</p>	<p>Currency of Payment:</p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>
<p>GCC 28</p>	<p>Payment terms:</p> <p>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.</p>

GCC 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.

Inspections & Tests Requirements

For Physical Fitness having No Damages (Certificate from supplier)

Inspection of each work shall be carried out by concerned SDO (Op) Sub Division as per procedure in vogue.

The inspecting officer may reject a part or whole of the work executed by you if not found according to specifications.

The decision of inspecting officer shall be binding on you.

Delivery & Documents

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

Manufacturer's or Supplier's Valid Warranty Certificate;

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

Timely completion of work, completion period is the essence of this contract and each work shall be completed within the specified time as mentioned in each work order by the issuing Authority. In case of delay penalty will be imposed of the said documents, which shall be 01% of the work order per day subject to maximum of 10% of the total Work Order.

The completion period be got extended up to 1 year from the competent authority with in limit in case situation goes beyond control due to force majeure or due to technical reason on the part of department.

Following is the guidance for Dispute Resolution

1. 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.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. 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.
4. 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.
5. 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



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P17513**

To: **Chief Engineer (Technical) (QESCO), Chief Engineer (Technical) QESCO HQ, Zarghoon road Quetta.**

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 **Chief Engineer (Technical) (QESCO), Chief Engineer (Technical) QESCO HQ, Zarghoon road Quetta.**

(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-03/2026 Shifting & Replacement of Single phase and Three phase Energy Meters (QESCO Sibi Circle) (P17513)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

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

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

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

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

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract Number: **Contract Value:** **Contract Title:**

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Chief Engineer (Technical) (QESCO), Chief Engineer (Technical) QESCO HQ, Zarghoon road Quetta.**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Annexure

Conditions of Contract

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Conditions of Contract** (page number: 73)





Procurement Forms

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 95)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

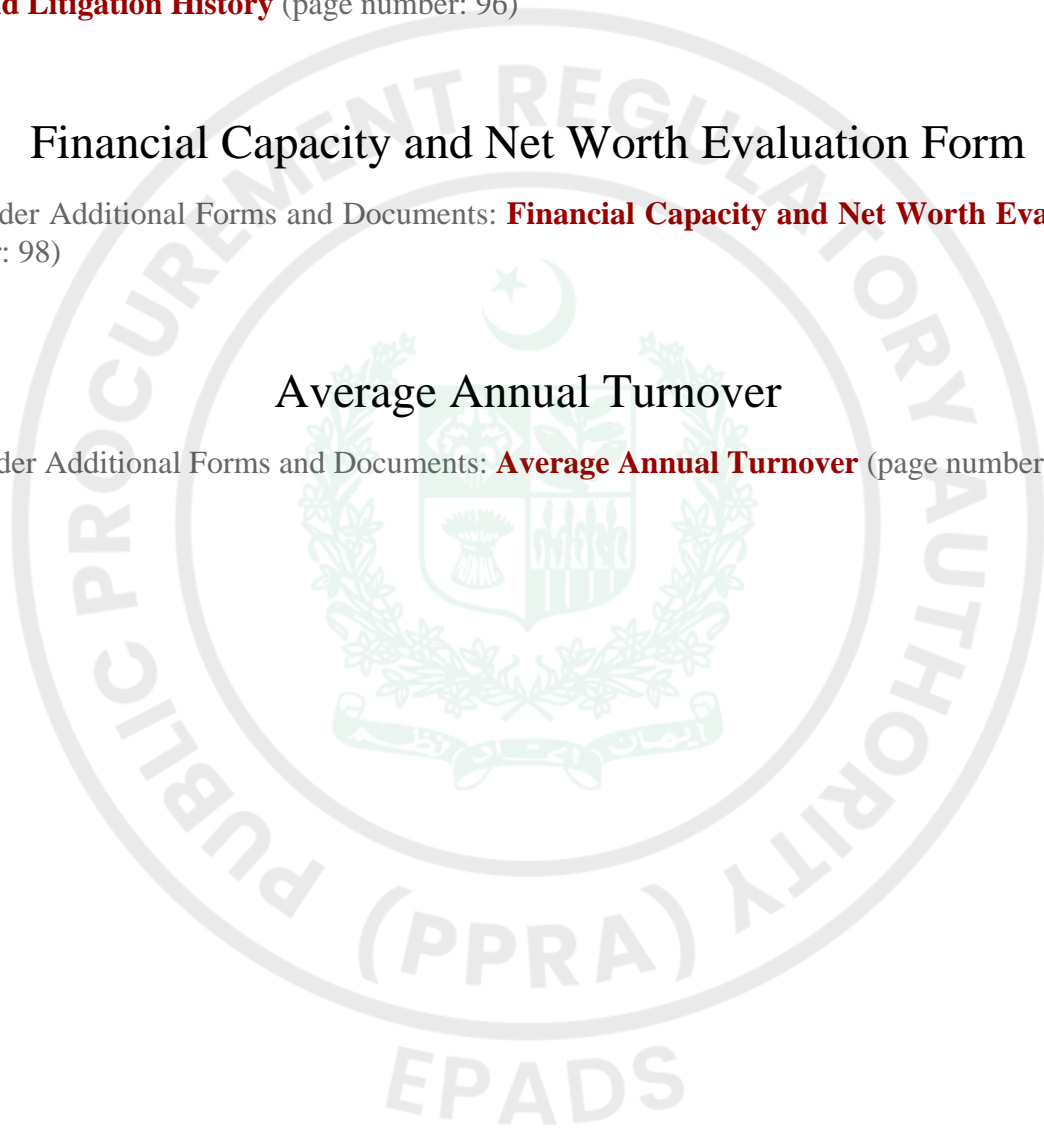
See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 96)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 98)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 100)







Additional Forms and Documents

1.

Scope of Bid

Quetta Electric Supply company (QESCO) wishes to receive E-Bid for the following scope of work:

Sr.	11 KV Feeder Name	Sub Div:	Division	Operation Circle	City	Description -A	Description -B	Description -C
1	Sibi City	Sibi	Sibi	Sibi	Sibi	Installation fixing and Welding of cast iron frame (weighing between 2.5 to 3 kg with anti-rust paint) on poles for anti-theft / securing of Energy meters & 8 single phase Energy meters per frame i-e frames to be installed for shifting of meters	Provision of cables, if required, in accordance with NTDC standard design and specifications Per meter Cost, (2 Core 7/0.052 per Meter, 4 Core 19/0.052 Per Meter, 4 Core 19/0.083 per Meter, 4 Core 37/0.083 per Meter	Shifting of single/Three phase Energy meters, screening of Energy meters & replacement of old sluggish Energy meters (if needed) on poles away from public premises
2	Saleem Shah Bukhari	Sibi	Sibi		Sibi			
3	Bagh City	Lehri	Sibi		Lehri			
4	Dhadar	Sibi	Sibi		Dhadar			
5	Dera Express	DM Jamali	Naseerabad		Dera Murad Jamali			
6	Usta Muhammad City	Usta Muhammad	Naseerabad		Usta Muhammad			
7	Turkish Colony	Jafarabad	Naseerabad		Jaffarabad			
8	KhairPur	Sohbat Pur	Naseerabad		Sohbat Pur			

Bidder must quote for the complete scope of work . Any Bid covering partial scope of work will be rejected as non- responsive, pursuance to Clause-.19.

2. BIDDERS ELIGIBILITY:

- 2.1 a. Bidding is open to all firms meeting the following requirements:
 - b. Duly Registered with sale tax department , having valid sale tax registration number and must be on active payer list.
 - c. PEC Registration **CI , C3 & EE-04** be valid for the financial year 2025-26.
 - d. Contractor must have experience of executing similar nature of work / project at least in 01 x Distribution company & should submit documentary evidence in the form of performance certificate.

B. BIDDING DOCUMENT.

3. CONTENT OF BIDDING DOCUMENT

3.1 In addition to invitation for Bids, the Bidding Documents are those stated below , and should be read in conjunction with any Addendum issued in accordance with Clause .4.

1. Instruction to Bidders with Appendices.
2. Form of Bid & Schedules to Bid.

Schedule to Bid are the following.

- (i) Schedule A: Schedule of Prices.
- (ii) Schedule B: Schedule of time line
- (iii) Schedule C: Deviation from technical provisions
- (iv) Schedule D: Deviation from Contractual Conditions.
- (v) Schedule E: Integrity Pact

3. Condition of Contract.
4. Standard Forms.

Forms include the following:

- (i) Form of Bid Security
- (ii) Form of Performance Security.

5. Specification- Technical Provision

3.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuance to Clause .19, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

4. AMENDMENT OF BIDDING DOCUMENT

- 1.1 At any time prior to the dead line for submission of bids, the QESCO may , for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 1.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub Clause 4.1 hereof, and shall be communicated in writing to all QESCOs of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the QESCO. The bidder shall also confirm in the Form of Bid that the information contained n such addenda have been considered in preparing his bid.
- 1.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the QESCO may at its discretion extend the dead line for submission of bids in accordance with Clause .14.

C. PREPARTION OF BID.

5. LANGUAGE OF BID

- 5.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Engineer shall be written in the English language , provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

6. DOCUMENT COMPRISING THE BID.

- 5.1 The Bid prepared by the Bidder shall comprise the following components.
- i. Covering letter.
 - ii. Form of Bid duly filled, signed and sealed in accordance with .12
 - iii. Schedule (A to E) to Bid duly filled and signed, in accordance with the instructions contained therein.
 - iv. Schedule of prices completed in accordance with Clauses .8 and 9.
 - v. Bid Security furnished in accordance with Clause .10.
 - vi. Power of attorney in accordance with Clause .12
 - vii. Any other Documents prescribed in particular conditions of contract or technical provision to be submitted with Bid.

7. FORM OF BID AND SCHEDULES.

- 7.1 The Bidder shall complete, sign and seal the form of Bid, Schedules to Bid and Schedule of prices furnished in the Bidding documents and shall also enclose other information as detailed in Clause .6

8. BID PRICES.

- 8.1 The Bidder shall fill up the schedule of prices attached to this documents indicating the unit rates .Prices quoted by the Bidder shall remain fixed during the bidders performance of the contract and not subject to variation on any account. When the bidders are required to quote only fixed price (s) a bid submitted with an adjustable price quotation will be treated as non responsive and rejected, pursuant to Clause .19.

9. CURRENCY OF BID.

- 9.1 Prices shall be quoted in the Pak . Rupees.

10. BID SECURITY.

- 10.1 Each Bidder shall furnish , as part of his Bid, a Bid Security for each Lot separately of fixed amount **valid for 120 days from the date of opening of tender.**
- 10.2 The Bid Security shall be , at the option of the Bidder, in the form Deposit at Call or a Bank Guarantee issued by a scheduled Bank of Pakistan.
- 10.3 The Bid security is required to protect the QESCO against the risk of bidders conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 10.7 hereof.
- 10.4 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the QESCO as non responsive, pursuant to .19.
- 10.5 The Bid Security of unsuccessful Bidder will be returned upon award of contract to the successful Bidder or on the expiry of validity of Bid Security whichever is earlier .
- 10.6 The Bid Security of unsuccessful Bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause .24 and signed the contract agreement.
- 10.7 The Bid Security may be forfeited:
 - a. if a bidder withdraws his bid during the period of bid validity; or
 - b. if the bidder does not accept the correction of his bid price pursuant hereof; or
 - c. incase of successful bidder , if he fail to;
 - (i) furnished the required performance security in accordance with or
 - (ii) sign the contract agreement.
- 11.1 Bids shall remain valid for 120 days after the date of opening as prescribed in Clause .14

12. FORMAT AND SIGNING OF BIDS

- 12.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 12.2 All Schedules to Bid are to be properly completed and signed.
- 12.3 No alteration is to be made in the Form of Bid nor in the Schedules thereof except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 12.4 Each bidder shall prepare one(1) Original and One (1)Copy, of the documents comprising the bid as described in Clause .6 and clearly Mark them "ORIGINAL" and "COPY" as appropriate . In the event of discrepancy between them, the original shall prevail.
- 12.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable) . This shall be indicated by submitting a written Power of attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 12.6 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 12.7 Bidders should retain a copy of Bidding Documents as their file copy.

D. SUBMISSION OF BID.

13. SEALING AND MARKING OF BID

- 13.1 Each bidder shall submit his bid as under:
- a. ORIGINAL and each COPY of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - b. The envelope envelopes containing the ORIGINAL and COPIES will be put in one sealed envelope and addressed / identified as given in Sub-Clause.
- 13.2 The inner and outer envelope shall:
- a. be addressed to **Chief Engineer Technical** QESCO Head Quarter Zarghoon Road Quetta.
 - b. bear the Bid No and Date of opening.
 - c. provide a warning not to open before the date and time of opening .
- 13.3 In addition to identification required in Sub Clause 13.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause.15
- 13.4 If the outer envelope is not sealed and marked as above , the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

14. DEAD LINE FOR SUBMISSION OF BIDS

- 14.1
- a. Bid must be received at the address specified in sub Clause 13.2 (a) hereof not later than the time and date stipulated in the invitation Bids.
 - b. Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids.
 - c. Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - d. Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 14.2 The QESCO may, at his discretion , extend the dead line for submission of Bids by issuing an addendum in accordance with Clause.4 , in which case all rights and obligations of the QESCO and the bidders previously subject to the original deadline will there after be subject to the deadline as extended.

15. LATE BIDS

15.1

- a. Any bid received after the deadline for E-submission of Bids prescribed in Clause.14 will be returned unopened to such bidders.
- b. Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

16. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

- 16.1 Any Bidder may modify , substitute or withdraw his Bid after Bid submission provided that modification , substitution, or written notice of the withdrawal is received prior to the dead line for submission of Bids.
- 16.2 The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed , marked and delivered in accordance with the provision of Clause.13 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWL", as appropriate.
- 16.3 Withdrawal of a Bid during the interval between the dead line for submission of Bids and the expiration of the period of Bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Clause.10

E-BID OPENING AND EVALUATION.

17.

- 17.1 A committee consisting of nominated members will open the bids , including withdrawal , substitution and modification met pursuant to Clause.16 , in the presence of bidders representatives who choose to attend , at the time , date and location stipulated in the invitation for bids. The bidders representatives who are present shall sign in a register evidencing their attendance.
- 17.2 Envelop marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWL" shall be opened and read out first and then the name of the bidders shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause.16 shall not be opened .

18. CLARIFICATION OF BIDS

- 18.1 To assist in the examination, evaluation and comparison of Bids the tendering authority may, at its discretion, ask the Bidder for a clarification of its Bid . The request for clarification and the response shall be in writing and no change in the price of the Bid shall be sought, offered or permitted.

19. PRELIMINARY EXAMINATION & DETERMINATION OF RESPONSIVENESS OF BIDS

19.1 Prior to the detailed evaluation of Bids pursuant to Clause.20,

- (a) The bids will be examined to determine whether,
- (i) The Bid is complete and does not deviate from the scope,
 - (ii) any computational errors have been made,
 - (iii) required sureties have been furnished,
 - (iv) the documents have been properly signed,
 - (v) the Bid is valid till required period,
 - (vi) the Bid prices are firm and final during currency of contract,
 - (vii) completion period is in line with schedule of time lines / Schedule
 - (viii) the Bidder is eligible to Bid and possesses the requisites experience,
 - (ix) the Bid does not deviate from basic technical requirements and ,
 - (x) the Bids are generally in order.
- (b) A bid is likely not to be considered , if;
- (i) it is unsigned,
 - (ii) its validity is less than specified,
 - (iii) it is submitted for incomplete scope of work,
 - (iv) it indicates completion period later than specified,
 - (v) it indicates that works and materials to be supplied do not meet eligibility requirement,
 - (vi) it indicates that Bid prices do not include the amount of income tax,
- (c) A bid will not be considered, if;
- (i) it is not accompanied with bid security,
 - (ii) it is submitted by a bidder who has participated in more than one bid,
 - (iii) it is received after the deadline for submission of bids,
 - (iv) it is submitted through fax, telex, telegram or email,
 - (v) it indicates that price quoted are not firm during currency of the contrast whereas the bidders are required to quote fixed price (s),
 - (vi) the bidder refuses to accept arithmetic correction,
 - (vii) it is materially and substantially different from the Conditions/Specifications of the Bidding Documents.

19.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected . If there is a discrepancy between the words and figures the amount in words shall prevail . If there is a discrepancy between the total Bid price entered in the Form of Bid and the total shown in schedule of prices summery , the amount stand in the Form of Bid will be corrected by the QESCO in accordance with the corrected schedule of prices. If the bidder does not accept the corrected amount of Bid , his Bid will be rejected and his Bid Security forfeited.

- 19.3 Prior to the detail evaluation , pursuant to Clause.20 the QESCO will determine the substantial responsiveness of each Bid to the Bidding Document. For purpose of these clauses, a substantially responsive Bid is one which conforms to all the terms & condition of the Bidding Documents without material deviations.
- 19.4 A Bid determined as substantially non responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 19.5 Any minor informality or non conformity or irregularity in a Bid which does not constitute a material deviation may be waived by QESCO , provided such waiver does not prejudice or affect the relative ranking of any bidder.

20. DETAILED EVALUATION OF BIDS.

- 20.1 QESCO Authority will evaluate and compare only the Bids previously determined to be substantially responsive pursuant to Clause.19 as per requirement given here under.
- 20.2 Evaluation and Comparison of Bids:
- Bid will be evaluated for each Lot and /or complete scope of work.
 - The prices will be compared on the basis of the evaluated Bid price.
 - It will be examined in detail whether the offer of the bidder by the bidder comply with the technical provisions of the bidding documents.
 - Work Order can be placed for Lot wise and / or for complete scope of work.

21. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BID.

- 21.1 The QESCO Authority reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected bidders of the grounds for the QESCO Authority action except that the grounds for its rejection shall upon request be communicated , to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.

22. NOTIFICATION OF AWARD

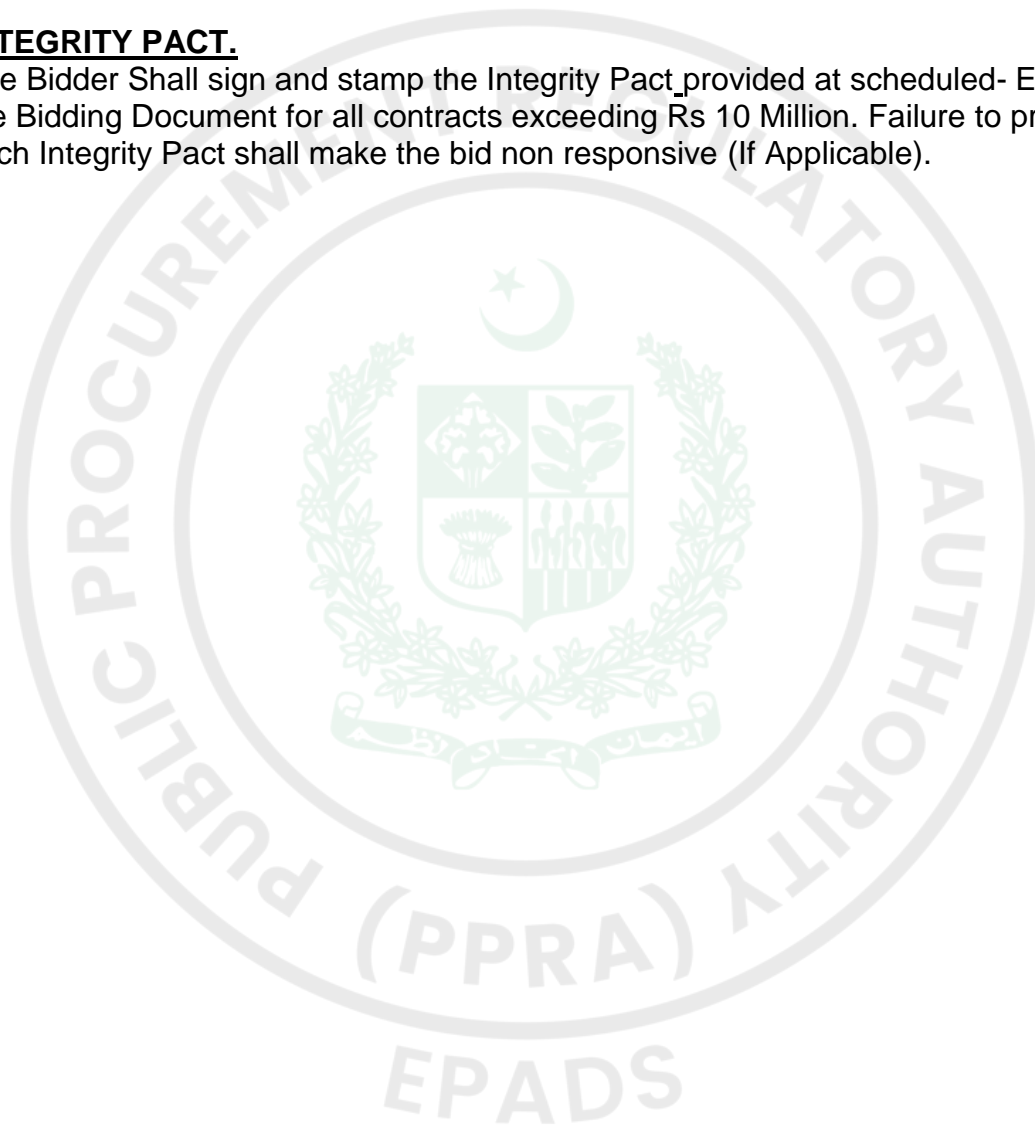
- 22.1 Prior to expiration of the period of Bid validity prescribed by the QESCO & will notify the successful Bidder in writing (Letter of Intent) that his Bid has been accepted .
- 22.2 The letter of intent (LOI) and its acceptance by the Bidder will constitute the formation of the contract , binding the QESCO and the Bidder till signing of the formal contract agreement.
- 22.3 Upon furnishing of performance Guarantee by the successful Bidder , the QESCO will promptly notify the other Bidders that their Bid have been un successful and return their Bid Securities.

23. PERFORMANCE SECURITY

- 23.1 The successful Bidder shall furnish a performance Guarantee in the Form and the amount which would be intimated in the **letter of Intent of substantially Evaluated** Responsive Bidder within period specified in letter of intent.
- 23.2 Failure of the successful Bidder to comply with the requirement of sub Clause.23.1.or Clause.24 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

24. INTEGRITY PACT.

The Bidder Shall sign and stamp the Integrity Pact provided at scheduled- E to Bid in the Bidding Document for all contracts exceeding Rs 10 Million. Failure to provide such Integrity Pact shall make the bid non responsive (If Applicable).



**FORM OF BID
AND SCHEDULE TO BID**



**FORM OF BID
(LETTER OF OFFER)**

Bid Reference No. _____

(Name of Work)

To,

Having examined the Bidding Documents including instructions to bidders, Condition of Contract, Specifications, Drawings, Schedule of Prices and addenda Nos _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name and address

_____ and
being duly incorporated under the laws
of _____ hereby offer to execute and

complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. _____ or such other sum as may be ascertained in accordance with the said Documents.

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

Dated this _____ day of _____ 20 _____
Signature _____ in the capacity of _____ dully authorized to
sign and on behalf of _____
(Name of bidder in Block Capital)

(Seal)

Address _____

Witness:

(Signature) _____

(Name) _____

Address _____

Occupation _____



SCHEDULE OF PRICES

Sr.	Description	Unit	Qty	Rate	Amount
1	Installation fixing and Welding of cast iron frame (weighing between 2.5 to 3 kg with anti-rust paint) on poles for anti-theft / securing of Energy meters & single phase Energy meters per frame i-e frames to be installed for shifting of meters	Job	3707		
2	Shifting of single/Three phase Energy meters, screening of Energy meters & replacement of old sluggish Energy meters (if needed) on poles away from public premises	Job	14827		
3	Provision of cables, if required, in accordance with NTDC standard design and specifications Per meter Cost (2 Core 7/0.052 per Meter, 4 Core 19/0.052 per Meter, 4 Core 19/0.083 per Meter and 4 Core 37/0.083 per Meter)	Mtr	74135		

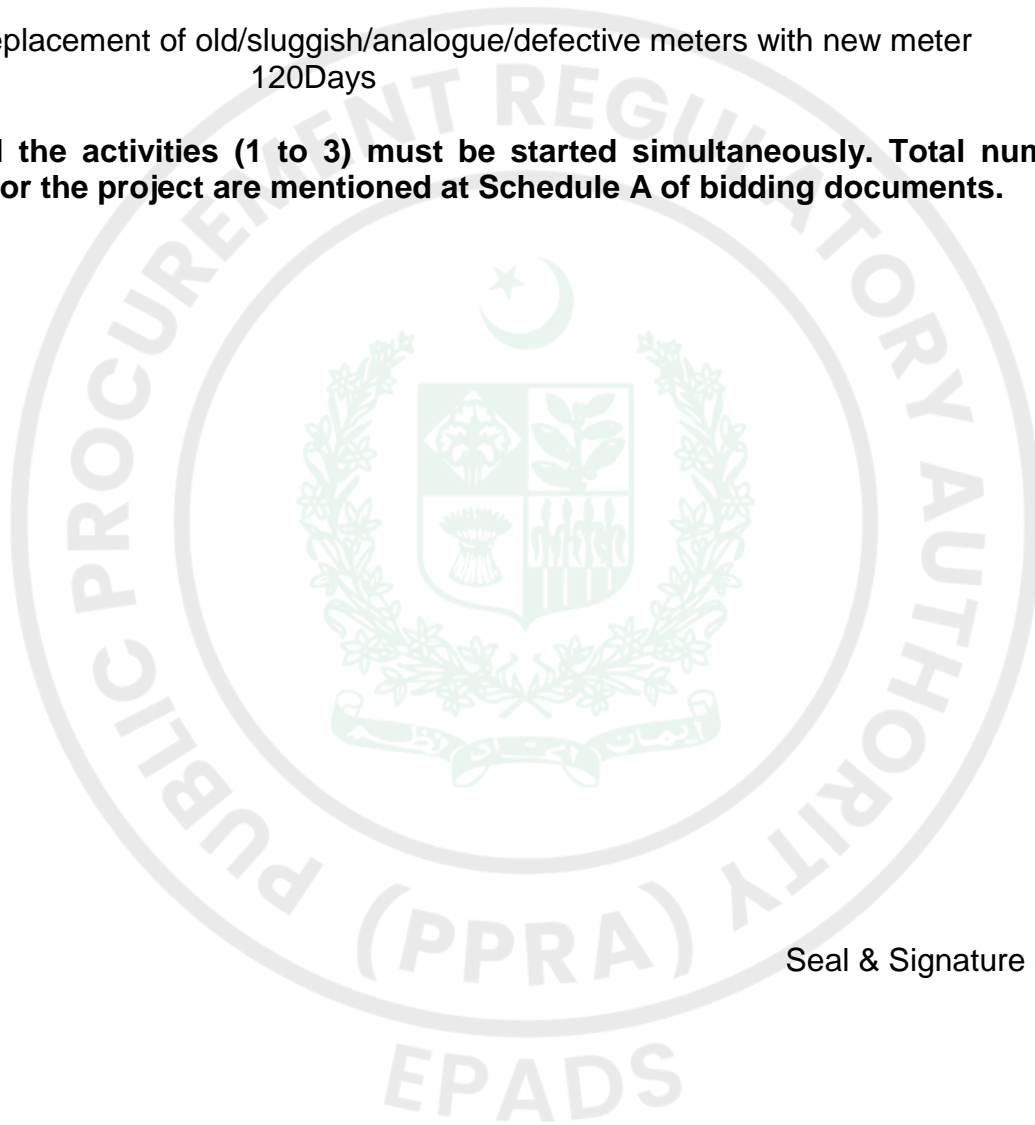
Note. New meters for replacement against Old / Sluggish/ Analogue / defective meters will be provided By QESCO.

Seal & Signature of Bidder

SCHEDULE OF TIMELINES

1. Survey 30 Days/ 11kV feeder
2. Shifting of single/Three phase meters, screening of meters on poles away from public premises 120 Days
3. Replacement of old/sluggish/analogue/defective meters with new meter 120Days

Note: All the activities (1 to 3) must be started simultaneously. Total numbers of feeders for the project are mentioned at Schedule A of bidding documents.



Seal & Signature of Bidder

Schedule , C,

**DEVIATIONS FROM TECHNICAL
SPECIFICATIONS**

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

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



Schedule , D,

**DEVIATIONS FROM CONTRACTUAL
CONDITIONS**

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

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



(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____.

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

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

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

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

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

Name of Buyer:..... Name of Seller/Supplier.....
Signature..... Signature.....
[Seal] [Seal]

CONTRACT CONDITIONS

1. i) The quoted prices shall be firm and final ..
- ii) a) The prices include the present duties and taxes including BRA. In case however the present duties and taxes are increased or new taxes/duties are imposed by the Govt. on finished goods, during the currency of the contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties/taxes by Govt. the prices will be decreased accordingly.
- b) The payment of BRA @ 15% shall be made on production of BRA Invoice and BRA return cum payment Challan along with Annexure” C” (Sale Summary). Amount of BRA invoice must be cross-verified from sales summary filed to BRA along with BRA return. In case you pay lump sum BRA for multi goods production, you will also submit an affidavit on non-judicial paper that “the Chillan includes the amount of Rs. _____ of BRA for work of _____ against W.O No. _____ dated _____.

SPECIAL CONDITIONS:-

- i) The contract will be Governed by PPRA Rules & terms and conditions laid down in this bidding documents.
- ii. The contractor will ensure compliance of NTDC Design specification for provision of material i.e PVC Cables and must ensure safety codes during the execution of project.
- iii. All work to be carried will be supervised by concerned LS / SDO of the sub division .
- iv) the above cited rates are firm and final and shall not be escalated for any reason what so ever.
- v) All work shall be carried out exact in accordance with QESCO Specifications and safety policy and with Certification of concerned field officer.
- vi) The isolation and de-energization of distribution network will be the responsibility of concerned operation division, ensuring safety of the contractual labour.
- vii) Time period of the rate shall remain approximately 6 months from the date of agreement / issued award letter, extendable with the approval of competent Authority.
- viii) Any danger / theft during execution of work, carriage / handling, transportation, loading / un-loading shifting at your officially declared intermediate store shall be responsibility of vendor being custodian of the material.
- ix) The Contractor will be fully responsible whatsoever i.e. (theft) for all material installed at site of work till handed over to concerned operation formation on daily basis.

- x) For the provision of PVC cables (2 core & 4 core) the requirement thus raised will be verified by concerned SDO, LS and duly countersigned by concerned Executive Engineer, the same will be provided by the contractor, meeting the NGC (former NTDC) specification amended to date.

3 Completion Period.

Timely completion of work, completion period is the essence of this contract and each work shall be completed within the specified time as mentioned in each work order by the issuing Authority. In case of delay penalty will be imposed of the said documents, which shall be 01% of the work order per day subject to maximum of 10% of the total Work Order. The completion period be got extended up to 1 year from the competent authority with in limit in case situation goes beyond control due to force majeure or due to technical reason on the part of department.

4 Inspection of Certification.

Inspection of each work shall be carried out by concerned SDO (Op) Sub Division as per procedure in vogue.

5 Payment.

Payment of bills shall be made of each 11kV feeder in **Schedule (A)** separately on production of bills in triplicate and other relevant documents after necessary recording of measurement as per procedure in vogue.

6 Failure & Termination.

- a) If you fail to complete the work in the specified time the Competent Authority shall be entitled at his option either to recover the liquidated damages @ 01% of the total Work Order or
- b) To cancel the contract and get the remaining Work done from another contractor at your risk and cost.
- c) If during the course of execution of contract you are blacklisted by WAPDA / any DISCO/ QESCO the competent authority may proceed with all or any of the action detailed below.
 - i) To allow the contract to run its course till completion in accordance with the terms and conditions of the contract.
 - ii) To stop the work with or without financial repercussions.
 - iii) To cancel the contract without reservation of rights.

7 Responsibility For Executing The Contract.

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

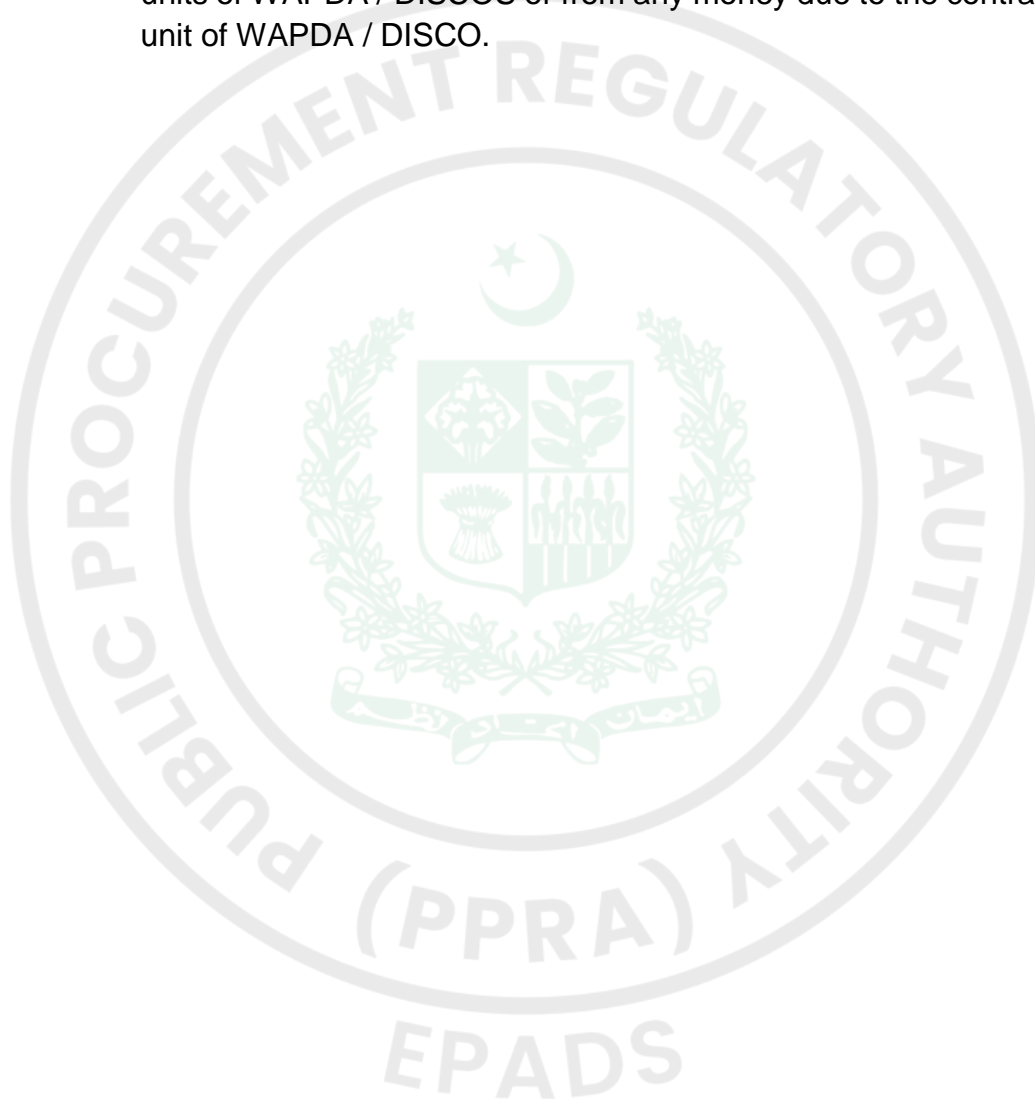
8 Inspection and Rejection.

- i) The inspecting officer may reject a part or whole of the work executed by you if not found according to specifications.
- ii) The decision of inspecting officer shall be binding on you.

9 Forfeiture of Security.

The competent authority will have the right to forfeit the security bond / guarantee (Performing Bond) if you;

- i) Failure to execute the work within the schedule period.
- ii) Commit any breach of contract, any other reason, specified in purchase order for forfeiting the security deposit.
- iii) If the forfeiture of security deposit does not compensate for losses suffered due to breach of contract or any other reason, the Competent Authority will have the right to forfeit other security deposit made in favour of any other units of WAPDA / DISCOS or from any money due to the contractor from any unit of WAPDA / DISCO.



SCHEDULE –F

Division	
Name of Sub Division	
Name of 11 KV Feeder	
Data of Distribution Transformers	
No of Single Phase Connections	
No of Three Phase Connections	
No of Frames	
Name of Line Superintendents (LS)	
Name of Meter Reading Section Supervisor (MRSS)	
Name of Sub Division Officer	
Representative of Contractor	
Cable identified and utilized in meters	
1. 2 Core 7/0.052 2. 4 Core 19/0.052 3. 4 Core 19/0.083 4. 4 Core 37/0.083	<hr/> <hr/> <hr/> <hr/>

Certified that all work is according to the detail / work prescribed as per contract4.

Counter Sign:

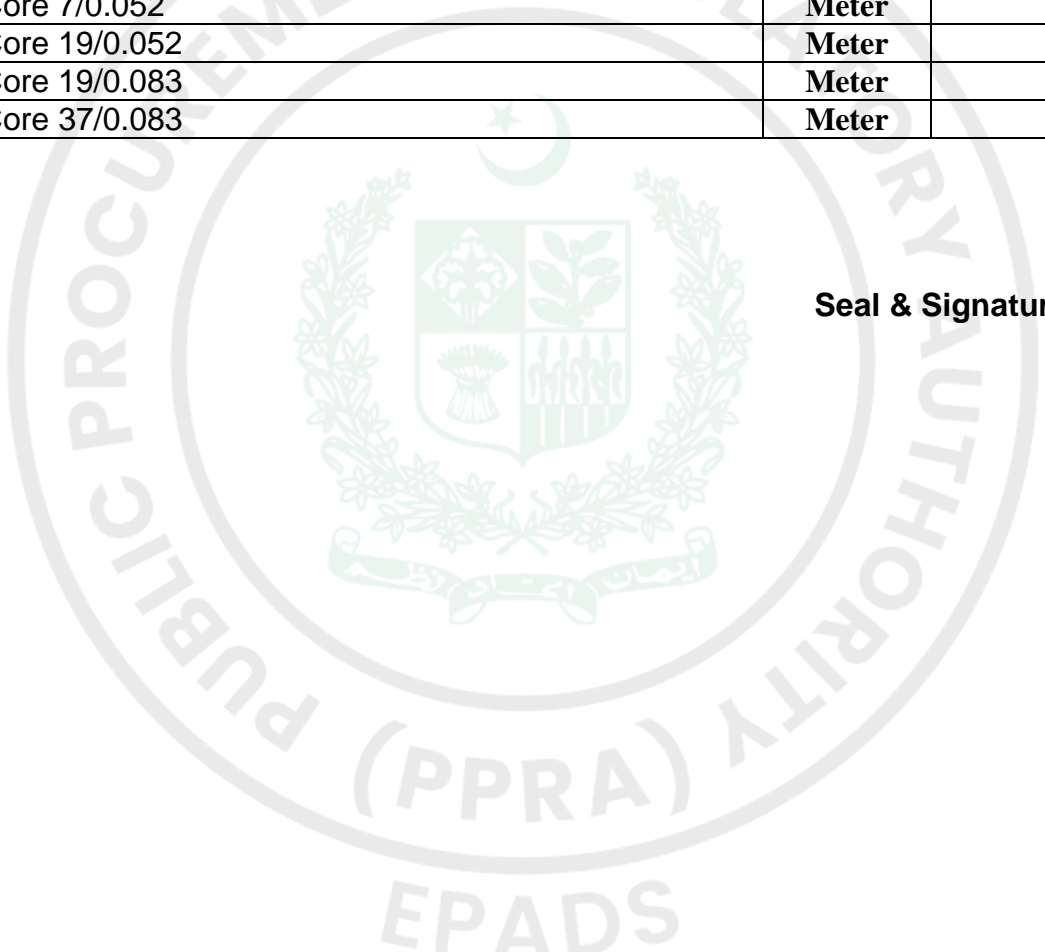
Stamp

**Name of Executive Engineer
Operation Division _____.**

PRICE BREAKUP PER JOB / PER UNIT INCLUSIVE OF ALL TAXES

Sr.	Description	Unit	Rate Per Job / Per Meter
1	Installation fixing and Welding of cast iron frame (weighing between 2.5 to 3 kg with anti-rust paint) on poles for anti-theft / securing of Energy meters & 8 single phase Energy meters per frame i-e frames to be installed for shifting of meters	Job	
2	Shifting of single/Three phase Energy meters, screening of Energy meters & replacement of old sluggish Energy meters (if needed) on poles away from public premises	Job	
3	2 Core 7/0.052	Meter	
	4 Core 19/0.052	Meter	
	4 Core 19/0.083	Meter	
	4 Core 37/0.083	Meter	

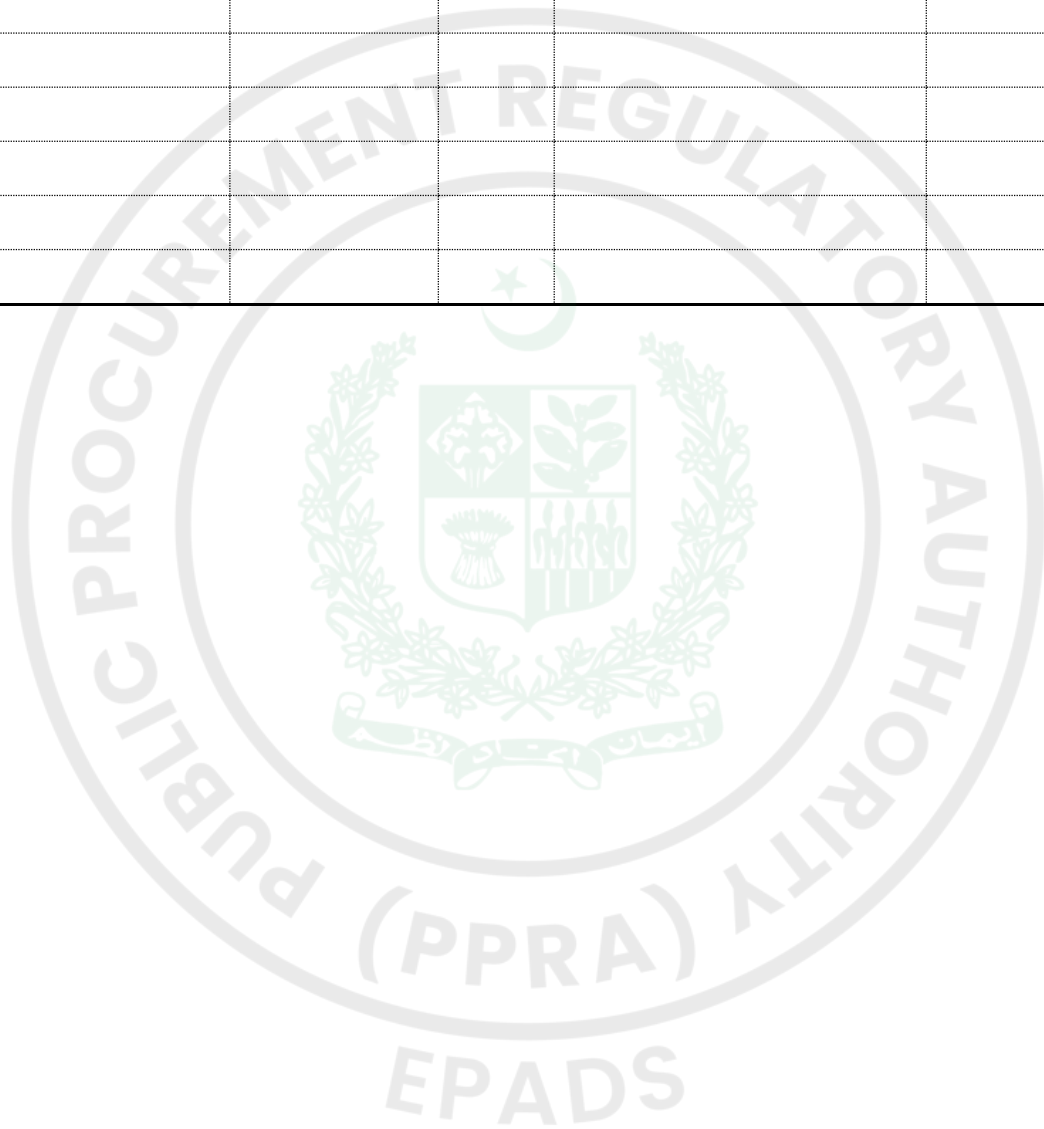
Seal & Signature of Bidder



Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<input type="checkbox"/> Not debarred due to deviation from commitment of Bid Securing Declaration- <input type="checkbox"/> Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i></p>	<i>[insert amount]</i>

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

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

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
			Average Annual Turnover **

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.