

# Standard Bidding Document

EP-37 Safe loading / Unloading, Carriage / Transportation, Assembling, Excavation / Erection, Complete Earthing, Making of Concrete Foundation, Curing & Back Filling of HT Steel Structure (58) Feet under the Jurisdiction of XEN ELR Const: Division.

(Works)

National

Single Stage-One Envelope



*June 05, 2026*

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## REQUEST FOR BIDS PROCUREMENT OF CIVIL WORKS

1. The **Project Director Construction Circle, LESCO (Lahore Electricity Supply Company (LESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Project Director Construction Circle, LESCO (Lahore Electricity Supply Company (LESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**EP-37 Safe loading / Unloading, Carriage / Transportation, Assembling, Excavation / Erection, Complete Earthing, Making of Concrete Foundation, Curing & Back Filling of HT Steel Structure (58) Feet under the Jurisdiction of XEN ELR Const: Division.**".
2. The **Project Director Construction Circle, LESCO (Lahore Electricity Supply Company (LESCO))** invites sealed Bids from eligible Bidders for procurement of Works (**EP-37 Safe loading / Unloading, Carriage / Transportation, Assembling, Excavation / Erection, Complete Earthing, Making of Concrete Foundation, Curing & Back Filling of HT Steel Structure (58) Feet under the Jurisdiction of XEN ELR Const: Division.**) 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**. 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 **Tuesday, June 23, 2026 11:30 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, June 23, 2026 12:00 PM**. 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://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>.

In terms of Rules 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](http://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		
<b>1</b>	<b>1.1</b>	<p>Name of Procuring Agency:<b>Project Director Construction Circle, LESCO (Lahore Electricity Supply Company (LESCO))</b></p> <p>The subject of procurement is:<b>EP-37 Safe loading / Unloading, Carriage / Transportation, Assembling, Excavation / Erection, Complete Earthing, Making of Concrete Foundation, Curing &amp; Back Filling of HT Steel Structure (58) Feet under the Jurisdiction of XEN ELR Const: Division.</b></p> <p>Expected commencement date: <b>Thursday, September 10, 2026</b></p>
<b>2.</b>	<b>2.1</b>	<p>Financial year for the operations of the Procuring Agency:<b>2026-27</b></p> <p>Name and identification number of the Contract: <b>P17537</b></p>
<b>3.</b>	<b>3.1</b>	<p>JV/Consortium or Association Allowed: <b>No</b></p> <p>Number of JV/Consortium Members: <b>Nil</b></p>

## B. Bidding Documents

4.	6.2 & 6.4	The Bidders may seek clarifications through <b>EPADS v2.0</b> : Clarification Date: Thursday, June 11, 2026
5.	7.2	Any addendum, in case issued, shall be published on <b>Project Director Construction Circle, LESCO (Lahore Electricity Supply Company (LESCO))</b> website and on <b>EPADS v2.0</b> .
<h2>C. Preparation of Bids</h2>		
6.	8.1	List of documents required along with the bid:  1. Complete tender document sign & stamped to be uploaded otherwise bidder may be disqualified.
7.	9.1	The qualification criteria to establish the supply / production capability of the bidder.  <i>see Eligibility Criteria</i>
8.	11.2	<b>Works and Their related documents:</b> <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	<b>Specifications:</b>  <i>see section of specifications.</i>

11.	11.5 & 13.5	The price shall be <b>Fixed</b> . The bid price shall be adjusted in accordance with Appendix provided - Formula for Price Adjustment.
12.	14.1	Currency of the Bids shall be : <b>PKR</b>
13.	16.1	The Bids/Bid Validity period shall be: <b>90 Days</b>
14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in <b>BDS 6</b>
15.	17.2	The Bid Security shall be in the form of: <b>Pay Order, Call at Deposit, Bank Guarantee</b>
16.	15.1	Alternative Bids to the requirements of the bidding documents willnot be permitted.
<b>D. Submission of Bids</b>		
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><b>132 KV LDA Avenue-I Grid Station F-Block, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).</b></p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: <b>Tuesday, June 23, 2026 11:30 AM</b></p>

## E. Opening and Evaluation of Bids

<b>18.</b>	<b>24.1</b>	The Bids opening shall take place on <b>EPADS v2.0</b> .  Day : <b>Tuesday</b>  Date: <b>June 23, 2026</b>  Time : <b>12:00 PM</b>
<b>19.</b>	<b>30.2</b>	Selection technique adopted will be: <b>Least Cost Based Selection (LCBS)</b> <i>see Evaluation Criteria</i>

## F. Award of Contract

<b>20.</b>	<b>41.1 &amp; 41.2</b>	The Performance guarantee shall: <b>10.00%</b> .  The Performance Guarantee shall be acceptable in the form of: <b>Pay Order, Call at Deposit, Bank Guarantee</b>
<b>21.</b>	<b>45.1</b>	Arbitrator shall be appointed by mutual consent of the both parties.

## G. Review of Procurement Decisions

<b>22.</b>	<b>37</b>	Grievance against this procurement shall be submitted online on EPADS v2.0.
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## Eligibility Criteria

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

Eligibility Criteria	Document
1. Renewed / Valid license issued by the Pakistan Engineering Council (PEC) for the Year 2025-26 is required in the light of Technical category EE-04 and EE-05. (Upload relevant Documents, Otherwise Bidder may be disqualified)	Yes
2. Valid CNIC is Required. (Upload relevant Documents, Otherwise Bidder may be disqualified).	Yes
3. Bidder / Firm must be registered with PRA & FBR, and status should be Active Taxpayer list. (Upload relevant Documents, Otherwise Bidder may be disqualified).	Yes
4. Affidavit about Firm/Company Non-Blacklisting, not been involved in any corrupt or fraudulent practices on Non Judicial stamp paper as specimen mentioned in User Defined Annexure-4 that the bidder has not been black listed. (Upload relevant Documents, Otherwise Bidder may be disqualified)	Yes
5. Bidder shall submit a bid security of Rs. 100,000 in favor of Project Director Construction Circle LESCO, at their option, in the form of CDR, Pay Order or Bank Guarantee issued by the schedule Bank valid for (28) days beyond the end of the validity of the Bid (Bid guarantee can also be furnished on non-judicial stamp paper of value Rs.500/ ) and must provide in original before the Tender submission deadline on PPRA EPADS. (Upload relevant Documents, Otherwise Bidder may be disqualified)	Yes

Note: Insurance Guarantee / Bond issued from any Insurance Company will not be accepted as Bid Guarantee / Performance Guarantee.	No
6. Bidders shall provide documentary evidence (Work Order/Contract) of relevant experience and 01 No of completion certificate of relevant work order/contract from any DISCO's / organizations where they have executed similar works. (Upload relevant Documents, Otherwise Bidder may be disqualified)	Yes
7. 01 Nos. Satisfactory performance certificate from any DISCO's / organizations where they have executed similar works. (Upload relevant Documents, Otherwise Bidder may be disqualified)	Yes

## Evaluation Criteria

### Least Cost Based Selection (LCBS)

### Jobs/Lots

**Lot Title :** EP-37 Safe loading / Unloading, Carriage / Transportation, Assembling, Excavation / Erection, Complete Earthing, Making of Concrete Foundation, Curing & Back Filling of HT Steel Structure (58) Feet under the Jurisdiction of XEN ELR Const: Division

**Bid Security :** 100000

Job	Delivery Schedule	Quantity
Safe loading, unloading, carriage, transportation, assembling, excavation, and erection of HT Steel Structure (58) feet From Regional Store LESCO (Shalimar, Pattoki, Walgon Sohail) /Designated location by the concerned XEN construction division LESCO	<b>Address:</b> Under the Jurisdiction of XEN ELR Const: Division, LESCO <b>Schedule:</b> 365 Days <b>Quantity:</b> 93	93

Job	Delivery Schedule	Quantity
Making Concrete Foundation and Back Filling of HT Steel Structure 58' (Size: 996mm x 996mm x 3020mm) (1:2:4)	<b>Address:</b> Under the Jurisdiction of XEN ELR Const: Division, LESCO <b>Schedule:</b> 365 Days <b>Quantity:</b> 93	93
Installation Earthing Set (Complete) along with welding	<b>Address:</b> Under the Jurisdiction of XEN ELR Const: Division, LESCO <b>Schedule:</b> 365 Days <b>Quantity:</b> 93	93

## Related Services :

No

## Work Specifications and Market Rates

**Lot Title:** EP-37 Safe loading / Unloading, Carriage / Transportation, Assembling, Excavation / Erection, Complete Earthing, Making of Concrete Foundation, Curing & Back Filling of HT Steel Structure (58) Feet under the Jurisdiction of XEN ELR Const: Division

### Specifications / Requirements:

Sr. No	DESCRIPTION	UNIT	Qty	Rate	Amount in Words	Amount
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1	Safe loading, unloading, carriage, transportation, assembling, excavation, and erection of HT Steel Structure (58) feet From Regional Store LESCO (Shalimar, Pattoki, Walgon Sohail) / Designated location by the concerned XEN construction division LESCO to various sites of all types of works.	Each	93	2000	Two Thousand	186000.00
2	Making Concrete Foundation and Back Filling of HT Steel Structure 58' (Size: 996mm x 996mm x 3020mm) (1:2:4)	Each	93	50500	Fifty Thousand Five Hundred	4696500.00
3	Installation Earthing Set (Complete) along with welding	Each	93	1263.4411	One Thousand Two Hundred Sixty Three	117500.02
					GRAND TOTAL:	Rs5,000,000.02

## Scope of Work

EP-37 Safe loading / Unloading, Carriage / Transportation, Assembling, Excavation / Erection, Complete Earthing, Making of Concrete Foundation, Curing & Back Filling of HT Steel Structure (58) Feet under the Jurisdiction of Executive Engineer **ELR Const: Division, LESCO**

**Lot No. 1 Estimated Amount Rs. 5,000,000/-**

DESCRIPTION	UNIT	Qty
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Safe loading, unloading, carriage, transportation, assembling, excavation, and erection of HT Steel Structure (58) feet From Regional Store LESCO (Shalimar, Pattoki, Walgon Sohail) / Designated location by the concerned XEN construction division LESCO to various sites of all types of works.	Each	93
Making Concrete Foundation and Back Filling of HT Steel Structure 58' (Size: 996mm x 996mm x 3020mm) (1:2:4)	Each	93
Installation Earthing Set (Complete) along with welding	Each	93

Note: The bidders should quote for the full tender quantity of all items, however, partial quantities of any item shall not be allowed. The evaluation will be carried out on the basis of the combined total amount of all items (Total Quoted Price).

## 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.

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	<p><b>Definitions</b></p> <p><b>The Procuring Agency is:</b>Project Director Construction Circle, LESCO (Lahore Electricity Supply Company (LESCO)),Project Director132 KV LDA Avenue-I Grid Station F-Block, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).</p> <p><b>The Supplier is:</b></p> <p><b>The title of the subject procurement is:</b>EP-37 Safe loading / Unloading, Carriage / Transportation, Assembling, Excavation / Erection, Complete Earthing, Making of Concrete Foundation, Curing &amp; Back Filling of HT Steel Structure (58) Feet under the Jurisdiction of XEN ELR Const: Division.</p>
<b>GCC 2</b>	<p><b>Applicable/Governing Law:</b></p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
<b>GCC 3</b>	<p><b>Language:</b></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 <b>English</b>.</p>

EPADS

<p><b>GCC 4</b></p>	<p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>Procuring Agency:</p> <p>Project Director Construction Circle, LESCO (Lahore Electricity Supply Company (LESCO)),Project Director 132 KV LDA Avenue-I Grid Station F-Block, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). +92-370-499-7000 pdlescotasection@gmail.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><b>GCC 6.1</b></p>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>Project Director Construction Circle, LESCO (Lahore Electricity Supply Company (LESCO)),Project Director 132 KV LDA Avenue-I Grid Station F-Block, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). +92-370-499-7000 pdlescotasection@gmail.com</p> <p><b>For the Bidder:</b></p> <p><b>Name:</b> .....</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> .....</p>
<p><b>GCC 7</b></p>	<p><b>Effectiveness of the contract</b></p> <p>The Contractor/Bidder shall be effective within ..... days from the date of signature of the Contract by both parties</p>

GCC 8	<p><b>Commencement of Contract:</b></p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>
GCC 10.2	<p><b>Expiration of Contract:</b></p> <p>The time period shall be .....</p>
GCC 14	<p><b>Termination</b></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>
GCC 16	<p><b>Conflict of Interest:</b></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>
GCC 20	<p><b>Liquidated Damages</b></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 <b>0.05%</b> to <b>10.00%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
GCC 21	<p><b>Performance Guarantee:</b></p> <p>The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Call at Deposit, Bank Guarantee</p>
GCC 27	<p><b>Currency of Payment:</b></p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>
GCC 28	<p><b>Payment terms:</b></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**

Detailed Terms and Conditions are provided in the Special Conditions as set forth in User-Defined Annexure-7. Bidders may obtain further information regarding the bidding documents and the procurement process from the office of the Project Director, Construction Circle LESCO, 132 kV LDA Avenue-I Grid Station, F-Block, Lahore.

**Delivery & Documents**

Bid liable to be rejected if any of the required documents / Requirements not attached / fulfilled by the bidder. All documentary evidence where require must be uploaded and provided. All Standard form mentioned in User Defined annexure and documents required in Eligibility criteria of the bidding document should be completely filled, signed and stamped by the bidder. (Upload relevant documents, otherwise, Bidder may be disqualified)

**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.: **PI7537**

To: **Project Director Construction Circle, LESCO (Lahore Electricity Supply Company (LESCO)), Project Director 132 KV LDA Avenue-I Grid Station F-Block, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

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

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

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



Contract Form

## SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Project Director Construction Circle, LESCO (Lahore Electricity Supply Company (LESCO)), Project Director 132 KV LDA Avenue-I Grid Station F-Block, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **EP-37 Safe loading / Unloading, Carriage / Transportation, Assembling, Excavation / Erection, Complete Earthing, Making of Concrete Foundation, Curing & Back Filling of HT Steel Structure (58) Feet under the Jurisdiction of XEN ELR Const: Division. (P17537)** 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: **Project Director Construction Circle, LESCO (Lahore Electricity Supply Company (LESCO)),Project Director132 KV LDA Avenue-I Grid Station F-Block, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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

## Annexure-1 Acceptance Letter And Financial Proposal

Bidder is required to fill, sign, stamp and upload this form in Vender response otherwise bidder may be disqualified

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-1 Acceptance Letter And Financial Proposal** (page number: 75)

## Annexure-2 Of Bid Security

In case of Bank Guarantee Form of Bid Security / Guarantee required on non-judicial stamp paper worth Rs. 500/- (Bidder is required to fill, sign, stamp and upload this form in Vender response otherwise bidder may be disqualified)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-2 Of Bid Security** (page number: 76)

## Annexure-3 Performance Security

Form of Performance Security / Guarantee will be provided by the lowest responsive bidder on after issuance of LOA, in case of CDR/Pay Order

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-3 Performance Security** (page number: 77)

## Annexure-4 Affidavit

Affidavit about Firm/Company Non-Blacklisting on Non-Judicial stamp paper. (Bidder is required to fill, sign, stamp and upload this form in Vender response otherwise bidder may be disqualified)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-4 Affidavit** (page number: 79)

## Annexure-5 Letter of offer

(Bidder is required to fill, sign, stamp and upload this form in Vender response otherwise bidder may be disqualified)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-5 Letter of offer** (page number: 80)

## Annexure-6 Contractor and representative for communication

(Bidder is required to fill, sign, stamp and upload this form in Vender response otherwise bidder may be disqualified)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-6 Contractor and representative for communication** (page number: 82)

## Annexure-7 Special Conditions

(Bidder is required to submit this annexure sign and stamp in Vender response otherwise bidder may be disqualified)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-7 Special Conditions** (page number: 83)

## Annexur-8 Schedule to Bid

(Bidder is required to fill, sign, stamp and upload this form in Vender response otherwise bidder may be disqualified)

Technical Submission (Vendor)

## Document Required

See Form Under Additional Forms and Documents: **Annexur-8 Schedule to Bid** (page number: 94)

## Annexure-9 Bid may be liable to Reject/Disqualified/Ineligible

Tender submission (Vendor) Documents Required

Technical Submission (Vendor)

## Document Required

See Form Under Additional Forms and Documents: **Annexure-9 Bid may be liable to Reject/Disqualified/Ineligible** (page number: 95)





## Procurement Forms

## Past Experience and Completed Contracts

Bidders shall provide documentary evidence (Work Order/Contract) of relevant experience and 01 No of completion certificate of relevant work order/contract from any DISCO's / organizations where they have executed similar works.. (Upload relevant Documents 01 No. Work Order / Contract and 01 No. Completion Certificate, Otherwise Bidder may be disqualified).

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 96)







## Additional Forms and Documents

**ACCEPTANCE LETTER AND FINANCIAL PROPOSAL**

(Bidder is required to fill, sign, stamp and upload this Annexure in Vender response otherwise bidder may be disqualified)

Last date for submission of Bid:

Bid Opening date:

**Name of Work:** \_\_\_\_\_

**The Project Director,  
Construction Circle LESCO,  
132-kV LDA Avenue1, F-Block Grid Station, Lahore.**

Dear Sir

With reference to your notice inviting bid against **Tender #** \_\_\_\_\_, I/We hereby agree to supply the services detailed in the Bid Document or such portion thereof as LESCO may specify in the acceptance of Bid at the price given in the Bid Form please find enclosed our Financial Proposal duly signed and stamped.

We hereby confirm the following:

1. The Proposal is being submitted by \_\_\_\_\_ (name of the Bidding Company) who is the Bidder in accordance with the condition stipulated in the Bid Document.
2. I/We have understood the terms and conditions of the Bid document as given and accept the same. I/We have thoroughly examined the drawings, conditions of contract, specifications, Bill of Quantities and requirements as stipulated in the Bid document hereto and have understood, and abide by; all the terms and am/are fully aware of the nature of the services required. My/our offer is to render the services is strictly in accordance with the requirements.
3. It is certified that I/We have not been black-listed in any of the Government Department.
4. Bank Draft or CDR, WAPDA Bearer Bond / Bank Guarantee on Non-Judicial Stamp Paper (No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_) in favor of **PROJECT DIRECTOR CONSTRUCTION CIRCLE LESCO** as Earnest Money is enclosed
5. Our Financial Proposal for the Tender Price driver by us in accordance with the Estimated Units Rates and Estimated amounts of whole work included in the Bill of Quantities is consistent with all the requirements of submission as stated in the Bid Document or in any of the subsequent communications from LESCO.
6. We understand that LESCO is not bound to accept the lowest or any Tender LESCO may receive and that LESCO will not defray any expense incurred by us in tendering.
7. We would be solely responsible for any errors or omissions in our Financial Proposal.
8. I/We as the Bidding Company, designate Mr. /Ms. \_\_\_\_\_ (Mention name, designation, contact address, phone no., fax no., email etc.) as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc. in respect of this Bid Document.

(Signature with Name & Stamp)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**[Signature of witness]**

Name \_\_\_\_\_

Address \_\_\_\_\_

**[Signature of the Bidder]**

Name of the Firm \_\_\_\_\_

Address: \_\_\_\_\_

**BID SECURITY**

(Form of Bid Security / Guarantee required on non-judicial stamp paper worth  
Rs. 500/-, in case of Bank Guarantee. CDR / Pay order)

(Bidder is required to fill, sign, stamp and upload this Annexure in Vender response otherwise bidder may be disqualified)

**Bank Guarantee / Bid Security**

**Bank Guarantee No. Amount (PKR): (In figure)**

**(In words):**

**Date of Issue:**

**Date of Expiry:**

I. Tender No. & Opening Date:

II. Name of Firm/Contractor:

III. Address of Firm/Contractor:

IV. Name of Guarantor:

V. Address of Guarantor:

VI. In Favor of Employer / purchaser name & Address:

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the (\_\_\_\_\_) (hereinafter called the "Purchaser") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for Supply of (\_\_\_\_\_).

WHEREAS, the Purchaser has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Purchaser, conditioned as under:

- (1) that the Tender Security shall remain valid for a period of (\_\_\_\_\_) -days after tender opening date;
- (2) that in the event of;
  - (a) the Tenderer withdraws his Tender during the period of validity of Tender, or
  - (b) The Tenderer does not accept the correction of his Tender Price.
  - (c) failure of the successful tender to
    - i. Furnishes the required Performance Security.
    - ii. Sign the proposed Contract Agreement/ Acceptance of P.O.

Then the entire sum be paid immediately to the said Purchaser as Liquidated Damages and not as penalty for the successful tenderer's failure to perform.

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

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

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

Notwithstanding anything contained hereinabove, the bank's liability under this guarantee shall not in any case exceed the sum of **Amount in figure** (\_\_\_\_\_). This guarantee shall remain valid up to (\_\_\_\_\_), where after our bank shall be completely discharged and released from all its liabilities hereunder unless a claim is received before the expiry date.

**Operation Manager**  
(P.A. No.)

**Branch Manager**  
(P.A. No.)

**Area Manager**  
(P.A. No.)

**FORM OF PERFORMANCE SECURITY**

(Form of Performance Security / Guarantee will be provided by the responsive bidder on after issuance of LOA.)  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Name of Guarantor (Scheduled Bank in Pakistan) with address:

Name of Principal (Contractor) with Address:

Penal Sum of Security (express in words and Figures):

Letter of Acceptance No:

Dated:

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

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

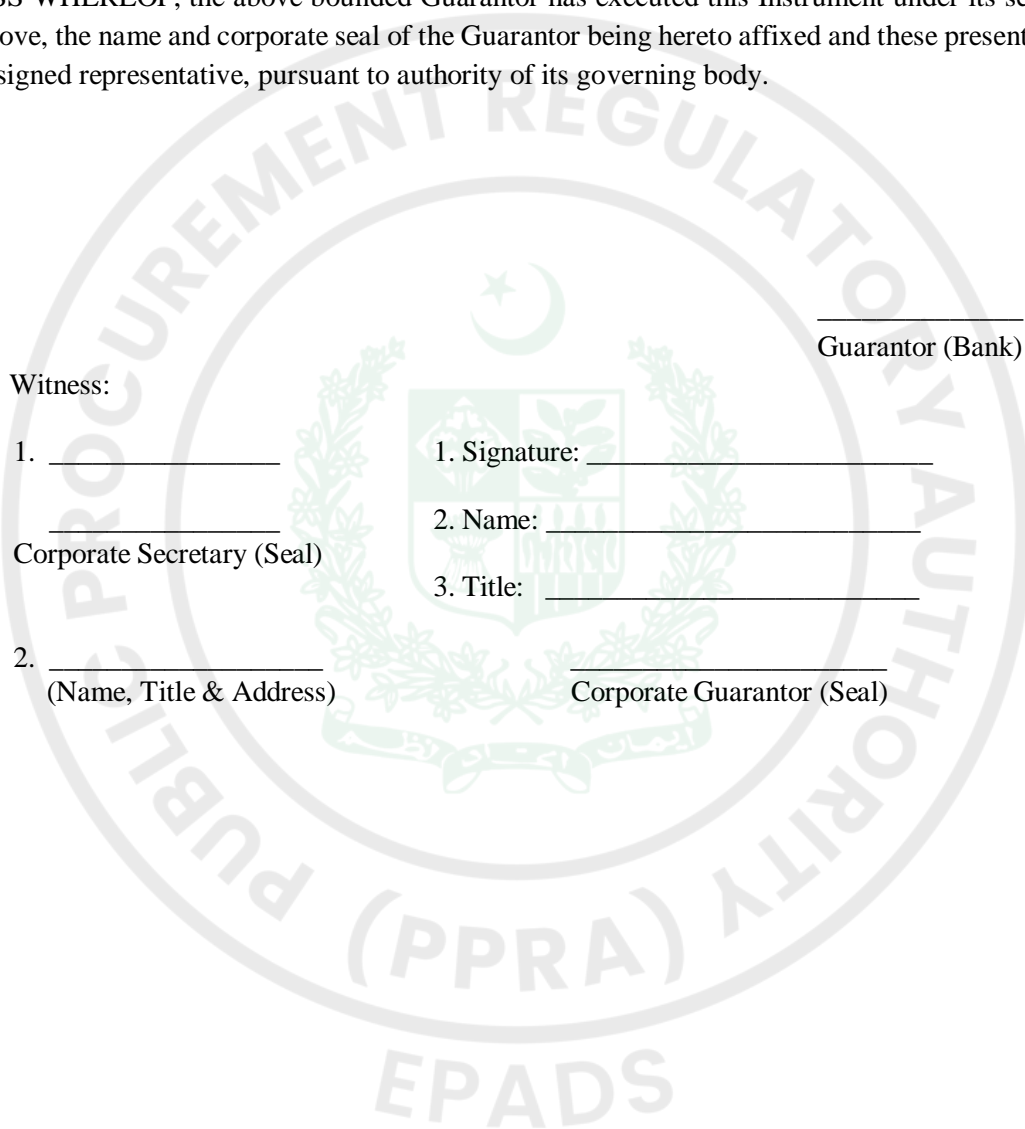
NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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



\_\_\_\_\_ Guarantor (Bank)

Witness:

1. \_\_\_\_\_  
\_\_\_\_\_ Corporate Secretary (Seal)

2. \_\_\_\_\_  
(Name, Title & Address)

1. Signature: \_\_\_\_\_  
2. Name: \_\_\_\_\_  
3. Title: \_\_\_\_\_

\_\_\_\_\_ Corporate Guarantor (Seal)

*(Bidder is required to submit fill, signed, stamped this Annexure on Non-Judicial Stamp Paper and Upload this Annexure in Vender response otherwise bidder may be disqualified)*

## **AFFIDAVIT**

I, Mr. \_\_\_\_\_ S/o \_\_\_\_\_ adult resident of \_\_\_\_\_

do hereby solemnly affirm on oath as under:-

- That I am Proprietor of the Company “**(Company Name)**”.
- That there is no litigation in the Court or any other department (i.e. public /private) against the company.
- That the name of my company has never been struck off nor blacklisted by any department, and it has not been involved in any corrupt or fraudulent practices.
- That I on behalf of my Company shall always abide by the rules and regulations of Department.
- That I hereby undertake that all terms, conditions, and clauses of the bidding documents are acceptable to me and my company.
- That the contents of the above mentioned affidavit are true to the best of my knowledge, belief and information and nothing has been concealed by me.

**DEPONENT**

Signature: \_\_\_\_\_

Name: **(Contractor Name)**

CNIC No:

Dated:

**(LETTER OF OFFER)**

*(Bidder is required to fill, sign, stamp and upload this form in Vender response otherwise bidder may be disqualified)*

**Bid Reference No.**

To:

**The Project Director,  
Construction Circle LESCO.**

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) 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 favor or made payable to you and valid for a period of thirty (30) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ 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 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 arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of \_\_\_\_\_  
(Name of Bidder in Block Capitals)

(Seal)

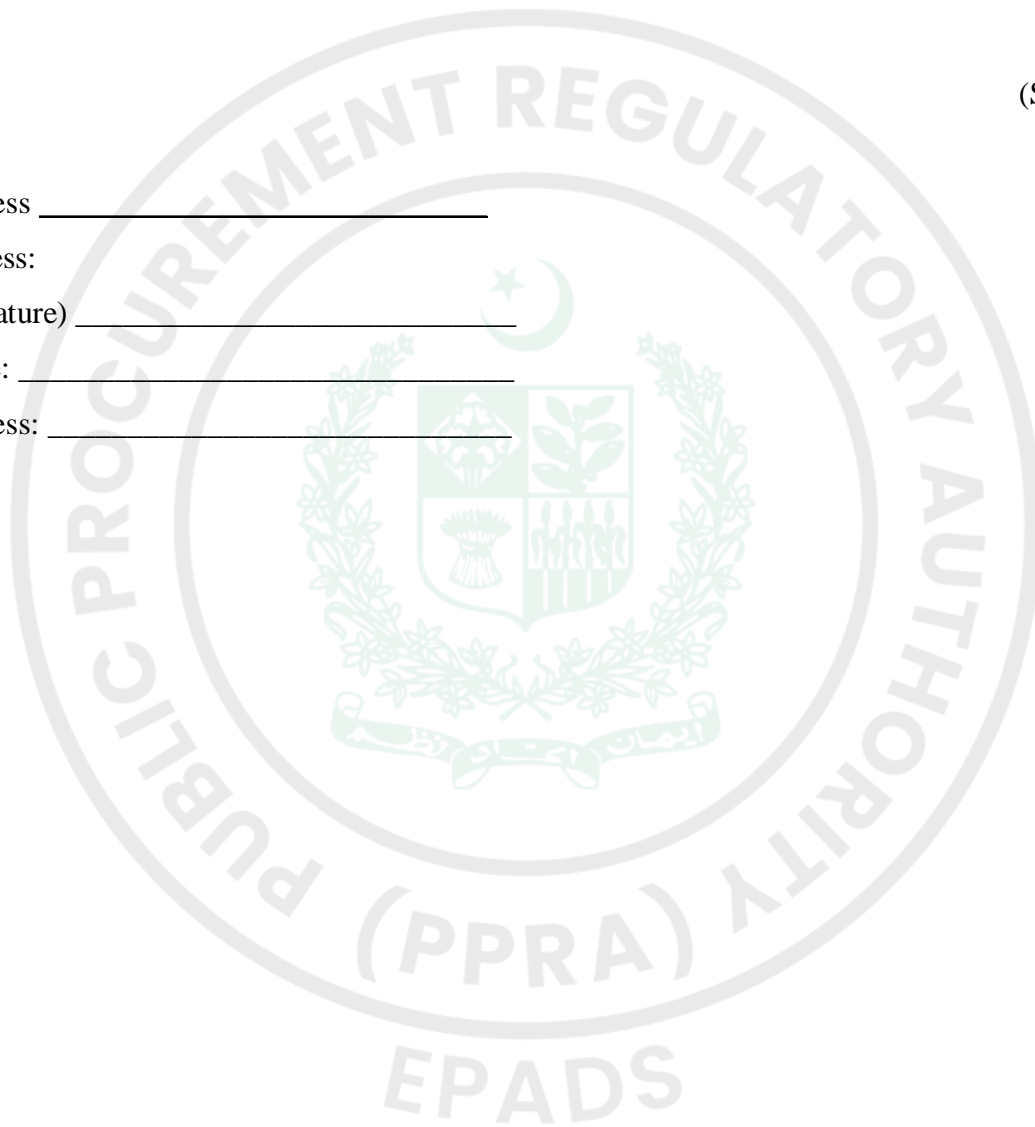
Address \_\_\_\_\_

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_



**KEY PERSONAL  
Contractor and Representative for Communication**

*(Bidder is required to fill, sign, stamp and upload this form in Vender response otherwise bidder may be disqualified)*

<b>CONTACT NUMBERS FOR COMMUNICATION</b>			
<b>SR. NO.</b>	<b>NAME</b>	<b>DESIGNATION</b>	<b>CONTACT #</b>
1			
2			
3			
4			
5			
6			

*(Bidder is required to fill, sign, stamp and upload this Annexure in Vender response otherwise bidder may be disqualified)*

## SPECIAL CONDITIONS

- i. *The contractor will carry out the work according to the WAPDA Distribution design and Standard Design Instruction No.59.*
- ii. *LESCO or its officers competent to accept Bid/Contract reserves the right to reject any or all the Bids prior to acceptance of a Bid as per Rules and Regulations under the Public Procurement Regulatory Authority Ordinance, 2002, amended as Rules-2004.*
- iii. *After opening the bids, if it is established that the Bidders have quoted a single price or made a cartel, LESCO, in such a case, would reserve the right to scrap the tender and invite fresh Bids or to take any decision as deemed fit for LESCO.*
- iv. *The contractor will ensure the proper T&P and safety measures at site.*
- v. *After issuance of three warnings to the contractor for non-completion of contract within stipulated date, the contract awarded issued by the **Project Director Construction Circle LESCO** shall be cancelled and bidder/firm will be recommended for black listing and work will be completed at the contractor's risk and cost.*
- vi. *LESCO will provide material to the contractor for provision of complete of work as per site requirement.*
- vii. *Shut Downs where required will be arranged by concern SDO keeping in view the convenience of public and as per schedule.*
- viii. *The Contractor will complete all required/ assigned work (s) in **365 days** from date of award of work order.*
- ix. *Contactor will get payment from concerned Executive Engineer under jurisdiction of whom respective Division, work has been executed.*
- x. *All Government taxes are applicable and will be deducted from the contractor bills.*
- xi. *LESCO or its officers competent to accept Bid/Contract or any other authorized officer reserves the right to **increase/decrease** the Numbers of locations where material need to be installed up to **15%** through variation order/repeat order after issuance of contract during the contract according to PPRA Rules-2004 if necessary. Before submitting the bid, tenderer has to satisfy himself regarding route profile and site.*
- xii. *Defects liability period will be 06 Months from the date of completion.*
- xiii. *Percentage of retention money; 10 % security will be deducted, will be released on expiry of defect liability period.*
- xiv. *Limit of retention money; expiry of defect liability period.*
- xv. *Engineer's/Employer's Representative- Not applicable*
- xvi. *Design by Contract- As per specified Drawing provided in technical provision.*
- xvii. *The Bidders Beneficiary Declaration Certificate mentioning the name of beneficiary accounts as per PPRA SRO 592 and in case such owners Beneficiary have other firms with different names registered as with DSICO/NTDC/WAPDA, who are consistently non-performing (non-delivery of material, non-submission of performance guaranties, Bid guaranties, Advance payments, non-execution of Contract agreement etc.). Then the bidders having same beneficiary / owners firms shall be declared as non-responsive.*
- xviii. *Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.*

- xix. *The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.*
- xx. *Complete bid schedule duly signed and stamped by the bidder. Non- submission of bid schedule or failure to fill the bid schedule shall result in non-qualification of bidder.*
- xxi. *Bids shall be evaluated in accordance with the method and Procedure prescribed in bidding document.*
- xxii. *Tenderer can quote rate as per description of work, however, evaluation/comparison will be carried out subject to work/job. The work will be carried out as per SDI (Standard Design Instructions)/ Specifications/SOPs issued by WAPDA/PEPCO (Amended to date).*
- xxiii. *Upon acceptance of Award of Contract, the successful Bidder shall be required to provide a Performance Guarantee amounting to ten percent (10%) of the total Contract Price in the form of: Bank Guarantee / CDR / Pay Order from a scheduled banks, within fifteen (15) days. Performance Guarantee shall remain valid till successful completion of the contract.*
- xxiv. *If the contractor fails to comply with any terms and conditions of the contract, his performance Guarantee shall be forfeited. Decision of LESCO in this respect shall be final and binding on the contractor.*
- xxv. *If lowest responsive bidder fails to deposit Performance Guarantee within 15 days of issuance of Letter of Acceptance, his Bid Guarantee / Security will be forfeited and work will be awarded to 2nd lowest responsive bidder.*
- xxvi. *Note: The contractors who have not started / delay in previous awarded works of this office without any contingent reason will be declared non-responsive / disqualified.*
- xxvii. *The Performance Bond / Security must be issued by the following scheduled Banks of Pakistan having credit rating “AA” and above, as described and circulated by the BODs, LESCO in its 239th meeting held on 30-11-2021.*

1	2	3	4	5	6	7	8	9
NBP	BOP	HBL	UBL	ABL	MCB	Bank Al-falah	Bank Al-Habib	Faysal Bank
10	11	12	13	14	15	16	17	
Askari Bank	Meezan Bank	ZTBL	Habib Metropolitan Bank	Samba Bank	Standard Chartered Bank	Dubai Islamic Bank	JS Bank	

## PAYMENTS

- a. *The payment will be made by concerned Executive Engineer LESCO under the jurisdiction of whom respective Division, work/job will be completed subject to presentation of the following documents:*
- *Invoice in original.*
  - *EMB/SMB.*
  - *Non-Payment Certificate by Executive Engineer concerned.*
  - *Work Completion Certificate issued by concerned Sub Divisional Officer / Executive Engineer.*
  - *Copy of General Sales Tax / Excise Duty Invoice.*
  - *Tax amount will be deducted at the time of making payment as per FBR rules.*
  - *The contractor in its claim shall also give an undertaking, in case of omission of any deduct-*

able amount, LESCO's claim at any later stage (through pre-audit / post audit) shall be acceptable to them.

- As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO / PPMC vide letter No. 1918-28 dated. 17.09.2015, the payment to the registered persons may be linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL his payment should be stopped till he files his mandatory returns and appears on ATL of FBR.
- b. The Contractor / Firm will submit its claim in the office of concerned Executive Engineer within ten days of completion of work / job.
- c. 90% payment shall be release on production of acknowledgement of the work done by the Engineer Incharge.
- d. 10% payment shall be retained as retention money and the same will be released after 6-months after completion of the contract.
- e. Payments of invoice will be made by the concerned Executive Engineer within 30-dyas after receipt of invoice.

### **TERMINATION OF CONTRACT**

- i. In case LESCO is not satisfied with the quality of service being provided by the successful bidder, it will issue a show cause notice to the contractor. Contractor is obliged to reply within 10 days of receipt of the show cause. In case of non-receipt of reply or receipt of un-satisfactory reply, the contract may lead to termination and forfeiture of performance security.
- ii. In case Contractor or its representative is found involved in any kind of malpractice, the Contractor will be held responsible and such act will lead to the termination of the contract immediately, besides taking legal action. However an inquiry into the event will be got carried out by LESCO. Final decision will be taken by CEO LESCO and the Contractor will be bound to accept the decision.
- iii. The Contractor will not be allowed to sublet to any other company/ individual or firm. On evidence and the proof, the contract will be terminated.
- iv. All correspondence will be made on behalf of LESCO by its officers competent to accept Bid/Contract or any other authorized officer.

### **PENALTIES AND RECOVERY OF PENALTIES**

- i. The Contractor will be liable to pay the imposed penalty within a period of 20 days or it will be deducted from the invoice of the Contractor, after issuance of the Notice duly approved by Executive Engineer concerned of LESCO.
- ii. If discrepancies with respect to scope of work, are reported by the concerned Executive Engineer / Sub Divisional Officer, LESCO may terminate the contract or impose heavy fines up to 10% of his bill.
- iii. In case Contractor remains unable to perform the assigned activity or refuse to perform within contract period, the performance guarantee will be forfeited.

### **SAFETY OF LESCO EQUIPMENT / INSTALLATIONS, LESCO STAFF AND GENERAL PUBLIC**

- i. While working the safety practice of LESCO equipment's / installations, LESCO staff, General Public including contractor staff must be adopted and followed strictly as per PEPCO Safety codes. Standard operating procedures & Standard Design Instructions as conveyed time to time.
- ii. In case of Fatal / Non-Fatal accident to the labor/worker of the contractor, the contractor will be liable

to pay the compensation to deceased family as per rules and LESCO shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor. The contractor will also pay the cost of any damage / loss to the lives of public or system due to ignoring the design standards and safe work SOPs.

- iii. All operations necessary for the execution of the Works be carried on as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or properties whether in the possession of LESCO or any person. The Contractor shall save harmless and indemnify LESCO in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matter in so far as the Contractor is responsible therefor.
- iv. The Contractor shall at all times keep the site free from obstruction and remove from the site all surplus materials and rubbish at his expense.

## **CONDITIONS OF CONTRACT (General Provisions)**

### **The Contract**

- i. "Specifications" means the document as listed in the Contract Data, including Employer's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- ii. "Drawings" means the Employer's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

### **Money and Payments**

- i. "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

### **Other Definitions**

- i. "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- ii. "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- iii. "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- iv. "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- v. "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- vi. "Variation" means a change which is instructed by the Engineer/Employer.
- vii. "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- viii. "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

### **Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## THE EMPLOYER

### Provision of Site.

*The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.*

### Permits etc.

*The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.*

### Engineer's/Employer's Instructions.

*The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.*

### Approvals

*No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.*

## THE CONTRACTOR

### General Obligations

*The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment which may be required.*

### Contractor's Representative

*The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.*

### Subcontracting

*The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.*

## DESIGN BY CONTRACTOR

### Contractor's Design

*The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fifteen (15) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fifteen (15) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.*

### Responsibility for Design

*The Contractor shall remain responsible for his bided design and the design, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.*

## EMPLOYER'S RISKS

### The Employer's Risks are:

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;

- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under unless it is attributable to the Contractor's failure; and
- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

## **TIME FOR COMPLETION**

### **Execution of the Works**

*The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.*

### **Programme**

*Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.*

### **Extension of Time**

*The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Work / Schedule of Requirements and to these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and the Employer shall extend the Time for Completion as determined.*

### **Late Completion**

*If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.*

## **TAKING-OVER**

### **Completion**

*The Contractor may notify the Engineer/Employer when he considers that the Works are complete.*

### **Taking-Over Notice**

*Within fifteen (15) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.*

## **REMEDYING DEFECTS**

### **Remedying Defects**

*The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of*

Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### **Uncovering and Testing**

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with bidding documents.

## **VARIATIONS AND CLAIMS**

### **Right to Vary**

The Employer/Engineer may issue Variation Order (s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order (s), the Contractor may confirm any verbal orders given by the Employer / Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (07) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders.

### **Valuation of Variations;**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labor and Contractor's Equipment, and of Materials, used.

### **Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

### **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fifteen (15) days of the occurrence of cause.

### **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

## CONTRACT PRICE AND PAYMENT

### Terms of Payments

*The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant, or to any other terms of the Contract, shall, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.*

### Valuation of the Works

*The Works shall be valued as provided for in the Contract Data.*

### Monthly Statement

*The Contractor shall be entitled to be paid at monthly intervals:*

- a) *the value of the Works executed; and*
- b) *The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.*

*The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.*

### Interim Payments

*Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the BDS.*

### Retention

*Retention money shall be paid by the Employer to the Contractor within fourteen(14) days after either the expiry of the period stated in the Contract Data BDS, Section-V and GCC / SCC , or the remedying of notified defects, or the completion of outstanding work, all as referred to in BDS, Section-V Scope of Work whichever is the later.*

### Final Payment

*Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.*

*Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.*

### Currency

*Payment shall be in the currency stated in the BDS.*

## DEFAULT

### Default by Contractor

*If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice and stating the default.*

*If the Contractor has not taken all practicable steps to remedy the default within fifteen (15) days after*

*receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.*

### **Default by Employer**

*If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice and stating the default. If the default is not remedied within fifteen days (15) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.*

*If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.*

### **Insolvency**

*If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.*

### **Payment upon Termination**

*After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:*

- a) *any sums to which the Contractor is entitled,*
- b) *any sums to which the Employer is entitled,*
- c) *if the Employer has terminated, the Employer shall be entitled to a sum equivalent to twenty percent(20%) of the value of parts of the Works not executed at the date of the termination, and*
- d) *if the Contractor has terminated, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent(10%) of the value of parts of the Works not executed at the date of termination.*

*The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.*

## **RISKS AND RESPONSIBILITIES**

### **Contractor's Care of the Works**

*The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.*

*Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.*

### **Force Majeure**

*Notwithstanding any provision to the contrary contained for damages or be deemed in default of the provisions of the contract for the failure to perform or delay in the performance of obligations assumed by such party pursuant hereto in so far as the said affected party can clearly establish that its performance has been prevented or delayed by force majeure. The term "Force Majeure" as employed herein shall mean acts of Government in their sovereign capacity, riots, strikes, lock outs, fires occurring in the supplier's establishment, political disturbances, mobilization, acts of terrorism, wars, unprecedented flood, storms hurricanes or other acts of God.*

*If a party wishes to claim relief of by reasons of Force Majeure, it shall within ten days of its occurrence serve written notice of occurrence of such a Force Majeure in the other party through registered posts.*

*The two parties shall consult each other and agree upon the measures to be taken. As soon as the Force Majeure ends, the affected party shall promptly resume performance of its obligations under the agreements and intimate the other party about this. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.*

*After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:*

- a) any sums to which the Contractor is entitled,
- b) the cost of his demobilization, and
- c) Less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

## **INSURANCE**

### **Arrangements**

*The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.*

### **Default**

*If the Contractor fails to effect or keep in force any of the insurances, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.*

## **RESOLUTION OF DISPUTES**

### **Engineer's Decision**

*If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.*

*Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.*

### **Notice of Dissatisfaction**

*If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out, the Party may give notice of dissatisfaction within fifteen (15) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.*

### **Arbitration**

*A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in BDS / ITB.*

## INTEGRITY PACT (in case of more than 10 Million)

18.1 *If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Standard Form to his Bid, then the Employer shall be entitled to:*

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

*On termination of the Contract, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made thereof, after having deducted the amounts due to the Employer.*

***“LESCO reserves all rights to accept or reject any / all bids, wholly or partly, without assigning any reason at any stage”***

(Bidder is required to fill, sign, stamp and upload this form in vender response otherwise bidder may be disqualified)

## SCHEDULE OF PRICES / BOQ

### TENDER NO. EP-37

Safe loading / Unloading, Carriage / Transportation, Assembling, Excavation / Erection, Complete Earthing, Making of Concrete Foundation, Curing & Back Filling of HT Steel Structure (58) Feet under the Jurisdiction of Executive Engineer **ELR** Const: Division, LESCO.

**LOT-01**

**Estimated Amount: 5,000,000/-**

Item No.	DESCRIPTION	UNIT	Unit Rate (Inclusive of all Taxes)
1	Safe loading, unloading, carriage, transportation, assembling, excavation, and erection of HT Steel Structure (58) feet From Regional Store LESCO (Shalimar, Pattoki, Walgon Sohail) / Designated location by the concerned XEN construction division LESCO to various sites of all types of works.	Each	
2	Making Concrete Foundation and Back Filling of HT Steel Structure 58' (Size: 996mm x 996mm x 3020mm) (1:2:4)	Each	
3	Installation Earthing Set (Complete) along with welding	Each	
<b>GRAND TOTAL QUOTED AMOUNT INCLUSIVE OF ALL GST &amp; TAXES</b>			

**Note:**

- 1- Total Lot price required in Price Schedule of this tender document is inclusive of all taxes. However, as per annexure-8, Schedule of Prices/ BOQ, Bidder is also required to quote all prices inclusive of all Taxes/GST.
- 2- Total Lot quoted price by the bidder in Price Schedule must be same to the Grand total of quoted amount inclusive of all GST / Taxes at annexute-8 i.e. schedule of Prices/BOQ.

**TENDERER'S SIGNATURE & ADDRESS**

## **Bid May Liabe to Reject/Disqualified/Ineligible**

(Bidders is required to read the information written in this form and ensure compliance as per requirements of Procuring Agency otherwise bidder may be Reject/Disqualified/Ineligible)

### **Bid may be liable to reject/disqualified/Ineligible:-**

Bids may liable to be rejected and declared as rejected/non-responsive/disqualified/Ineligible forthwith if:

- 1- Firm does not meet Eligibility Criteria as per BDS Clause 7.**
- 2- All securities requirements are not as per bidding documents i.e., Bid Security as per bid security conditions mentioned in bidding document (Eligibility Criteria) and ITB Clause 17.**  
  
Bid security/guarantee in original as per bid security conditions and relevant Form of bidding documents Not accompanied with a bid guarantee or with insufficient/less/short validity or un-acceptable tender/bid guarantee or on format other than provided in the bidding document or not comply with ITB 17 or amendment in bid guarantee or submitted bid guarantee is from Banks other than mentioned in bidding document.
- 3- Firm is not as per Tax requirements i.e., the bidder should have registered with Income Tax & Sales Tax Department and be listed on **Active Taxpayer List (ATL)**.**
- 4- Bidder didn't fulfill the Past Performance and Completed Contract Experience conditions.**
- 5- Any documents required as per **List of documents required along with the bid** not attached with the bid.**
- 6- Any documents/Forms required as per Annexure Sections of tender document completely filled, signed and stamped not attached with the bid.**
- 7- Complete tender documents not signed and stamped (in original) by the bidder.**

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**Stamp with Signature**

## Past Experience / Contracts

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

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

