Standard Bidding Document

PD (GSC) QESCO–02 (2026-2027) - Construction of 220kV Type Tower Foundations, Erection and Stringing (Re-location) – (N-25) (Sub Section Qilla Abdullah Bypass) (NHA Deposit Work) (Works)

National

Single Stage-One Envelope

November 07, 2026

Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO)),Project Director Office of Project Director (GSC), QESCO (GSC) Complex @ 132KV Grid Station Sheikhmanda, Airport Road Quetta, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province).
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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the " **PD (GSC) QESCO–02 (2026-2027) - Construction of 220kV Type Tower Foundations, Erection and Stringing (Re-location) – (N-25) (Sub Section Qilla Abdullah Bypass) (NHA Deposit Work)**" with the reference of "**P191460**".

2. The **Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO))** invites sealed Bids from eligible Bidders for procurement of Works **(PD (GSC) QESCO–02 (2026-2027) - Construction of 220kV Type Tower Foundations, Erection and Stringing (Re-location) – (N-25) (Sub Section Qilla Abdullah Bypass) (NHA Deposit Work))** 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, 2026 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 amount described in Bid Security Section in Bidding Document in the form of **Bid Security Not Applicable**. 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://epads.gov.pk/opportunities/federal/procurements/191460** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to

get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, November 26, 2026 11:30 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Thursday, November 26, 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 registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

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

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Instructions to Bidders

A. INTRODUCTION

1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- 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, 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

5. **Contents of Bidding Documents**

5.1. 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 Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Eligible Countries

Section VI Evaluation and Qualification Criteria

Section V Works Requirements Technical Specifications & Schedule of Requirements

Section VI Standard Bidding Forms

Section VII General Conditions of Contract (GCC)

Section VIII Particular Conditions of Contract (PCC)

Section IX Contract Forms

5.2. 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.

6. **Clarification of Bidding Document, Pre-bid Meeting**

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

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

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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.

7. **Amendment of Bidding Documents**

7.1. 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.

7.2. 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

8. **Language of Bid**

8.1. 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.

9. **Documents Constituting the Bids**

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

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

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

10.1.1. 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;

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

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

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

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

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

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

10.1.8. Any other document required in the BDS.

10.2. 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.

10.3. 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.

10.4. 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:

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

10.4.2. 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;

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

10.5. 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.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. 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.

11.2. 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".

11.3. 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:

11.3.1. 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.

11.3.2. 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.

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

12. **Forms of Bid**

12.1. 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.

13. **Bid Prices**

13.1. 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.

13.2. 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.

13.3. 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:

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

13.3.2. 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.

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

13.5. 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.

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

13.7. 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.

13.8. 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.

14. **Currencies of Bid and Payment**

14.1. 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.

15. **Documents Comprising the Technical Proposal**

15.1. 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.

16. **Bid Validity Period**

16.1. 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.

16.2. 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.

17. **Bid Security or Bid Securing Declaration**

17.1. 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,

17.2. 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:

17.2.1. 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;

17.2.2. A cashier’s or certified cheque; or

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

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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:

17.6.1. The expiry of the Bid Security;

17.6.2. 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 Biding documents;

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

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

17.7. 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.

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

17.8.1. if a Bidder:

17.8.1.1. 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

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

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

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

17.9. 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.

18. **Withdrawal of Bids**

18.1. 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.

19. **Format and Signing of Bid**

19.1. 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

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

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

21. **Deadline for Submission of Bids**

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

21.2. 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.

22. **Substitution and Modification of bids**

22.1. 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.

22.2. 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

23. **Opening of Bids**

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

24. **Confidentiality**

24.1. 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.

25. **Clarification of Bids**

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

25.2. 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:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

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

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. 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.

26.2. 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: -

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

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

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

26.3. 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.

26.4. 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 –

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

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *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.*

26.5. 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.

26.6. 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.

26.7. 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.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. 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.

27.2. 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.

27.3. 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.

28. **Correction of Arithmetic Errors**

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

28.1.1. 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;

28.1.2. 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

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

28.1.4. 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.

28.2. 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**.

29. **Conversion to Single Currency**

29.1. 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**.**

30. **Evaluation of Bids**

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

30.2. 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.

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

30.3.1. 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;

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

30.4. 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.

30.5. 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**.

30.6. 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.

31. **Domestic Preference**

31.1. 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.

32. **Determination of Successful Bid**

32.1. 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.

33. **Qualification of Bidder**

33.1. 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.

33.2. 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**.

33.3. 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.

34. **Sub-Contractors**

34.1. 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.

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

35. **Abnormally Low Financial Bid**

35.1. 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:

35.1.1. Comparing the bid price with the cost estimate;

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

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

35.2. 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**

35.3. 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.

35.4. 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.

35.5. 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

36. **Criteria of Award**

36.1. 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:

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

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

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

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

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

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

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

37.1.4. finalizing payment arrangements;

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

37.2. 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.

38. **Procuring agency's Right to reject All Bids**

38.1. 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.

39. **Notification of Award**

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

39.2. 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).

39.3. 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**.

39.4. 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**.

40. **Signing of Contract**

40.1. 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.

40.2. 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.

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

41. **Performance Security (or Guarantee)**

41.1. 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.

41.2. 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:

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

41.2.2. 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;

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

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. 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).

42. **Advance Payment**

42.1. 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.

42.2. 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**.

43. **General Performance of the Bidders**

43.1. 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.

44. **Corrupt & Fraudulent Practices**

44.1. 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

45. **Grievance Redressal**

45.1. 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

46. **Mechanism of Blacklisting**

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

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	Name of Procuring Agency:**Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO))** The subject of procurement is:**PD (GSC) QESCO–02 (2026-2027) - Construction of 220kV Type Tower Foundations, Erection and Stringing (Re-location) – (N-25) (Sub Section Qilla Abdullah Bypass) (NHA Deposit Work)** Expected commencement date: **Thursday, December 31, 2026**
2.	2.1	Financial year for the operations of the Procuring Agency:**2026-27** Name and identification number of the Contract: **P191460**
3.	3.1	JV/Consortium or AssociationAllowed: **No** Number of JV/Consortium Members: **Nil**
B. Bidding Documents		

4.	**6.2 & 6.4**	The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, November 23, 2026
5.	**7.2**	Any addendum, in case issued, shall be published on **Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO))** website and on **EPADS v2.0**.

C. Preparation of Bids

6.	**8.1**	List of documents required along with the bid: No
7.	**9.1**	The qualification criteria to establish the supply / production capability of the bidder. *see Eligibility Criteria*
8.	**11.2**	**Works and Their relateddocuments:** *See section Required Scope of Work*
9.	**11.1**	Price schedule will be provided according to the format defined and acquired. *see section price schedule.*
10.	**11.4**	**Specifications:** *see section of specifications.*
11.	**11.5 & 13.5**	The price shall be **Fixed**. The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment.

12.	**14.1**	Currency of the Bids shall be : **PKR**
13.	**16.1**	The Bids/Bid Validity period shall be: **120 Days**
14.	**17.1**	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
15.	**17.2**	The Bid Security shall be in the form of:
16.	**15.1**	Alternative Bids to the requirements of the bidding documents willnot be permitted.

D. Submission of Bids

17.	**18.1 & 21.1**	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; **Office of Project Director (GSC), QESCO (GSC) Complex @ 132KV Grid Station Sheikhmanda, Airport Road Quetta, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province).** Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: **Thursday, November 26, 2026 11:30 AM**

E. Opening and Evaluation of Bids

18.	**24.1**	The Bids opening shall take place on **EPADS v2.0**. Day *: **Thursday*** Date:***November 26, 2026*** Time *: **12:00 PM***
19.	**30.2**	Selection technique adopted will be: **Least Cost Based Selection (LCBS)** *see Evaluation Criteria*
F. Award of Contract		
20.	**41.1 & 41.2**	The Performance guarantee shall: **10.00%**. The Performance Guarantee shall be acceptable in the form of:**Call at Deposit, Bank Guarantee**
21.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	**37**	Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
PEC

Evaluation Criteria

Least Cost Based Selection (LCBS)

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
Construction of 220kV Type Tower Foundations, Erection and Stringing (Re-location) – (N-25) (Sub Section Qilla Abdullah Bypass) (NHA Deposit Work)	Address: Office of Project Director (GSC), QESCO (GSC) Complex @ 132KV Grid Station Sheikhmanda, Airport Road Quetta, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province). Schedule: 60 Days Quantity: 1/job	1/job	0 PKR

Related Services :

No

Work Specifications and Market Rates

Jobs Without Lots :

Job: Construction of 220kV Type Tower Foundations, Erection and Stringing (Re-location) – (N-25) (Sub Section Qilla Abdullah Bypass) (NHA Deposit Work)

Specifications / Requirements:

Sr. No	S.No.	Description	Unit	Qty	Rate	Amount
1	F O U N D A T I O N					

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.No.	Description	Unit	Qty	Rate	Amount
2	1	Plain concrete spread foundation in varied soil as well as hard rock including excavation, dewatering, shuttering, blasting, chiseling, stub setting, concreting, curing and back filling and preparation / cutting for making foundation plateform including installation of grounding sets.(Ratio 1:2:4) As per WAPDA specification.				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.No.	Description	Unit	Qty	Rate	Amount
3	a)	Foundation type EG 220 KV Type Tower Drawing No.PDW/TC-805	/Footing	8	370000	
4	E R E C T I O N					

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.No.	Description	Unit	Qty	Rate	Amount
5	2	Eerection of towers at site i.e Installation of anti climbing devices, fixing of danger plate, phase plates & number plate etc. according to WAPDA/NTDC designe & specification				
6	a)	EG +0+4 Mtr 220 Type Tower	/ No.	2	480000	

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.No.	Description	Unit	Qty	Rate	Amount
7	3	Welding of tower nut & bolts upto 06 Mtr. height as per specification.	/ No.	820	250	
8	Dismantling of towers					
9	4	Dismantling of towers & its shifting from existing site of work to T&G Warehouse QESCO Quetta in all respect according to specification & Stacking etc.				
10	a)	ZM 1 + 3 Mtr.	/No.	1	235000	

Sr. No	S.No.	Description	Unit	Qty	Rate	Amount
11	Re-Stringing of Conductor					
12	5	Unloading & loading of conductor alongwith shield wire & re-stringing of conductor and shifting of dismantled conductor from site of work to T&G Warehouse QESCO, Quetta complete in all respect as per WADPA/NTDC Specification.				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.No.	Description	Unit	Qty	Rate	Amount
13	a)	Lynx Conductor D/C	/Mtr	652	950	
14	6	Add 15% BRA Tax (on above all items)	/Job	-	-	
15	T O T A L (Rs.)					5726000
						Rs5,726,000.00

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

Construction of 220kV Type Tower Foundations, Erection and Stringing (Re-location) – (N-25) (Sub Section Qilla Abdullah Bypass) (NHA Deposit Work)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

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 Contractorand 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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

13.1. **Definition**

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

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

14. **Termination**

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

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

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

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

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

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

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

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

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

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

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within 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

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

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

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

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

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

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

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

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

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

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

21. **Performance Guarantee**

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

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

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

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the 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.**

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

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

24. **Removal and / or Replacement of Personnel**

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO)), Project Director Office of Project Director (GSC), QESCO (GSC) Complex @ 132KV Grid Station Sheikhmanda, Airport Road Quetta, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province).

The Supplier is:

The title of the subject procurement is: PD (GSC) QESCO–02 (2026-2027) - Construction of 220kV Type Tower Foundations, Erection and Stringing (Re-location) – (N-25) (Sub Section Qilla Abdullah Bypass) (NHA Deposit Work)

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO)), Project Director Office of Project Director (GSC), QESCO (GSC) Complex @ 132KV Grid Station Sheikhmanda, Airport Road Quetta, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province).
+92-319-808-8034
pdgscqescoqta@gmail.com

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO)), Project Director Office of Project Director (GSC), QESCO (GSC) Complex @ 132KV Grid Station Sheikhmanda, Airport Road Quetta, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province).
+92-319-808-8034
pdgscqescoqta@gmail.com

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ……

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

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

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer’s or Supplier’s Valid Warranty Certificate;

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

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P191460***

To: **Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO)), Project Director Office of Project Director (GSC), QESCO (GSC) Complex @ 132KV Grid Station Sheikhmanda, Airport Road Quetta, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (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 **Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO)), Project Director Office of Project Director (GSC), QESCO (GSC) Complex @ 132KV Grid Station Sheikhmanda, Airport Road Quetta, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (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., **PD (GSC) QESCO–02 (2026-2027) - Construction of 220kV Type Tower Foundations, Erection and Stringing (Re-location) – (N-25) (Sub Section Qilla Abdullah Bypass) (NHA Deposit Work) (*P191460*)** 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 BYTHE 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 time 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: **Quetta Electric Supply Company (QESCO) (Quetta Electric Supply Company (QESCO)), Project Director Office of Project Director (GSC), QESCO (GSC) Complex @ 132KV Grid Station Sheikhmanda, Airport Road Quetta, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (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}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Bidding Documents

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Documents** (page number: 80)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

QUETTA ELECTRIC SUPPLY COMPANY LIMITED

BIDDING DOCUMENTS

Name of Work(s):

[02]	**Construction of 220kV Type Tower Foundations, Erection and Stringing (Re-location) – (N-25) (Sub Section Qilla Abdullah Bypass) (NHA Deposit Work)**

Name & Address of the Bidder / Firm:

M/s:

OFFICE OF THE
PROJECT DIRECTOR (GSC) QESCO,
(GSC) COMPLEX, 132kV GRID STATION SHIEKHMANDA,
AIRPORT ROAD QUETTA (BALOCHISTAN) – PAKISTAN

081-2504501 & 081-2504503
pdgscqescoqta@gmail.com

INVITION FOR E-BIDS

INVITATION TO E–BIDS

1. **Quetta Electric Supply Company (QESCO),** Invites E-Bids through e-PAK Acquisition and Disposal System (E-PADS) on National Competitive Bidding *(NCB)* using *(SS-OE)* basis from the firms who are registered on E-PADS and having valid Pakistan Engineering Council (PEC) License *(2026–2027)*, in the relevant category C–5. Registered & Archive with Provincial Sales Tax *(PST)* in Balochistan, and Active Tax Payer List of Federal Board of Revenue (FBR), for the following works:

Sr. #	Tender No.	Name of Work (s)	Estimate Amount (Rs.)	Eligible PEC Specialization Code	Bid Closing Date & Time	Bid Opening Date & Time
1.	PD (GSC) QESCO–02 *(2026-2027)*	Construction of 220kV Type Tower Foundations, Erection and Stringing (Re-location) – (N-25) (Sub Section Qilla Abdullah Bypass) (NHA Deposit Work)	5,278,164.00	*"EE-05, CE-10"*	26th Nov, 2026 1130 Hours	26th Nov, 2026 1200 Hours

2. Standard Bidding Documents as per regulations containing detailed Terms & Conditions, method of Procurement, Procedure of Submission of Bids, Bid Security, Bid Validity, Specifications and Requirements etc. can be downloaded free of cost by the registered bidders on E-PADS.

3. The electronic bids must be submitted by using E-PADS on scheduled date & time. Manual Bids shall not be accepted. Electronic Bids will be opened publically in presence of Bidders or their representatives who wish to attend on above mentioned date & time in the office of Project Director (GSC) QESCO, Quetta.

4. All E-Bids must be accompanied by Bid Security in the fixed amount as mentioned in the Bidding Documents in the favor of Project Director (GSC) QESCO, Quetta in the shape of *"Bank Guarantee" / "CDR"* from any scheduled Bank of Pakistan, valid for 150-days. The prospective bidders shall upload scanned copy of Bid Security on E-PADS. Original Bid Security in an envelope clearly marked with Tender No. and title shall be submitted in the office of Project Director (GSC) QESCO, Quetta, one day before opening date of E-Bids, failing which the E-Bid shall be rejected.

5. Tender cost / fee of Rs.5,000.00 (Rupees Five Thousand) *(non-refundable)*in shape of Pay order in the name of PD (GSC) QESCO shall be deposited in the office of the undersigned. The original DR (receipt) shall be provided prior to bid opening, failing which the E-Bid shall be rejected.

6. The bidders must quote firm and final prices and no request for escalation in cost after the bid opening shall be entertained.

7. The bidder, must have completed atleast two (02) No. of similar contracts that have been successfully completed alongwith completion certificate within the last 08-years from any DISCOs / NTDC, duly attested / verified by sitting officer *(Mandatory)*.

8. The bidder having two or more pending works at his end within last two years in (GSC) QESCO Directorate, shall not be eligible to participate in the tender.

9. The contractor / firm is solely responsible for security & safety of his personnel / staff working at site / camp, and the material *(issued from the Department to Contractor)* from execution of work till its completion and handing over to the Department. The expenses thus incurred for such security arrangements will be borne by the contractor / firm and no claim in this behalf will be entertained.

10. All the pages of tender documents will be marked as Page No. and each page must be signed & stamped by the bidder, otherwise, the tender will be rejected. The E-bids having partial or incomplete details / documents shall be rejected.

11. Conditional tenders will not be accepted, and No rebate on tender rates will be acceptable.

12. For any technical assistance in using EPADs, contact PPRA Team, Director (MIS), Room # 109, 1st Floor, FBC Building, Sector G-5/2, Islamabad, EPADs UAN: 051-111-111-137-237.

13. QESCO reserves all its rights regarding rejection of tender as defined in Rules-33 of PPRA Rules, 2004.

14. This advertisement is also available on PPRA website www.ppra.org.pk and QESCO website www.qesco.com.pk.

PROJECT DIRECTOR (GSC)
QESCO, QUETTA
081-2504501, 081-2504503
pdgscqescoqta@gmail.com
(GSC) Complex, @ 132kV Grid Station,
Shiekhmanda, Airport Road, Quetta.

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders (IB) alongwith Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

IB.1: Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called "the Employer") wished to receive bids for the work summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Employer has arranged funds from its own resources (or any other source which may be indicated accordingly).

IB.2: Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) Duly licensed by Pakistan Engineering Council (PEC) in the appropriate category and field of specialization codes; mentioned in Invitation for Bids.
b) The average annual turnover with tax returns from FBR should be atleast amounting to Rs.50.00 Million, verified from certified auditor and the cash flow showing equal or greater than amounting to Rs.13.00 Million.
c) The bidder / manufacturer shall not be, blacklisted by DISCOs/NGC/PPMC/PPRA/ PEC or any other Government Department (Provincial / Federal).
d) The bidder, must have completed atleast two (02) No. of similar contracts that have been successfully completed alongwith completion certificate within the last 08-years from any DISCOs / NTDC, duly attested / verified by sitting officer (Mandatory).

IB.3: Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4: Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the bidding documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instruction to Bidders & Bidding Data
2. From Bid & Schedules to Bid
   Schedules to Bid Comprises the following:

   (i) Schedule-A; Schedule of Prices
   (ii) Schedule-B; Specific Works Data
   (iii) Schedule-C; Works to be performed by sub-contractors
   (iv) Schedule-D; Proposed Programme of Works
   (v) Schedule-E; Method of Performing Works
   (vi) Schedule-F; Integrity Pact

3. Conditions of Contract & Contract Data:
4. Standard Forms:
   (i) Form of Bid Security
   (ii) Form of Performance Security
   (iii) Form of Contract Agreement
   (iv) Form of Bank Guarantee for Advance Payment
5. Specifications; and
6. Drawings (if any)

IB.5: Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer / Employer at the Employer's / Engineer's address indicated in the Bidding Data.

5.2 The Engineer / Employer will response to any request for clarification which it receives earlier that ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer's / Employer's response will be forwarded to all prospective bidders, at least five (05) days prior to deadline for submission of bids, who have received the bidding documents including a description of the enquiry but without identifying its source.

IB.6: Amendment of Bidding Documents

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

6.2 Any addendum thus issued shall be part of the Bidding Documents.

6.3 Hereof, and shall be communicated in writing to all purchasers of the bidding documents, prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

6.4 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may at its discretion extend the deadline for submission of bids.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

C. PREPARATION OF BID

IB.7: Language of Bid

7.1 The bid prepared by the bidder and all correspondences and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English Language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation of the Bid, the English translation shall govern.

IB.8: Documents Comprising the Bids

8.1 The bid prepared by the bidder shall compromise the following components:

(a) Covering Letter
(b) Form of Bid duly filled, signed and sealed
(c) Schedules (A to F) to bid duly filled and initialed
(d) Bid Security Furnished
(e) Power of Attorney
(f) Documentary Evidence

IB.9: Sufficiency of Bid

9.1 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, coverall his obligations under the contract and all matters and things necessary for the proper completion of the works.

9.2 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.

IB.10: Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the preamble to schedule of prices.

10.2 Unless otherwise stipulated in the conditions of contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11: Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

11.2 Bidder / Manufacturer must process and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12: Documents Establishing Work's Conformity to Bidding Documents

12.1 The documentary evidence of the work's conformity to the bidding documents may be in the form of literature, drawings, and data and the bidder shall furnish documentation as set out in the Bidding Data.

12.2 The bidder shall note that standards for workmanship, material, and equipment, and references to brand names or catalogue numbers (if any), designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13: Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in below table in Pak Rupees in the form of Deposit at Call or a Bank Guarantee issued by a scheduled Bank in Pakistan in favor of the Employer valid for a period of (150) days.

Sr. #	Tender Nos.	Bid Security Amount
a.	PD (GSC) QESCO–02 (2026-2027)	Rs.200,000/-

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as Non-Responsive.

13.4 The bid securities of unsuccessful bidder will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever, is earlier.

13.5 The bid security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to clause IB.21 and signed the Contract Agreement, pursuant to Sub-clauses IB.20.2 & 20.3.

13.5 The bid security may be forfeited;

(a) If a bidder withdraws his bid during the period of validity; or
(b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
(c) In case of a successful bidder, if he fails to:
  (I) Furnish the required Performance Security in accordance with Clause IB.21, or
  (II) Sign the Contract Agreement, in accordance with sub-clauses IB.20.2, & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of Bid Opening.

14.2 All schedules to Bid are to be properly completed and signed.

14.3 No alternation is to be made in the Form of Bid except in filling up the Blanks as directed. If any alternation be made or if these instructions be not fully complied with, the Bid may be rejected.

14.4 Each Bidder shall prepare Original specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL"

The original of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in case of copies, Photostat, are also acceptable).

14.5 This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

D. SUBMISSION OF BID

IB.15: Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be uploaded on EPAD. Bids submitted through telegraph, telex, fax, or e-mail shall not be considered.

15.2 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

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

15.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the form of Bid may result in forfeiture of the bid security.

E. BID OPENING AND EVALUATION

IB.16: Bid Opening, Clarification, and Evaluation

16.1 The Employer will open the bids, in the presence of bidder's representatives who choose to attend, at the time, date, and location stipulated in the Bidding Data.

16.2 The bidder's name, bid prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any bid price or discount which is not readout and recorded at bid opening will not be taken into account in the Evaluation of Bid.

16.3 To assist in the examination, evaluation, and comparison of Bids the Engineer / Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.4(a) Prior, to the detailed evaluation, pursuant to sub-clause IB.16.7 to 16.9, the Engineer / Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid price entered in Form of Bid and the total shown in Schedule of Prices – Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the corrected schedule of prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his Bid Security forfeited.

16.5 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.7 The Engineer / Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to sub-clause IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to sub-clause herein below.

a. Technical Evaluation

It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Document. For this purpose, the bidder's data submitted with the bid in Schedule B to bid will be compared with technical features / criteria of the works detailed in the technical provisions and Notice inviting tender. Other technical information submitted with the bid regarding the scope of work will also be reviewed.

b. Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial / contractual conditions of the Bidding Documents. It is expected that no material deviation / stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer / Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to extent indicated below to determine the Evaluated Bid Price.

(i) Making any correction for arithmetic errors pursuant to sub-clause 16.4 hereof.
(ii) Making an appropriate price adjustment for any other acceptable variation or deviation.
(iii) Making an appropriate price adjustment for Deviations in terms of payments (if any and acceptable to the Employer).
(iv) Discount, if any, offered by the bidder's as also readout and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to sub-clause 16.8, para-ii, and para-iii, following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good and deficiency resulting from technical non-compliance will be added to the corrected total bid price for comparison purpose only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Engineer / Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer / Employer will be added to the corrected total bid price for comparison purpose only. Adjustment for commercial compliance will be added to the corrected total bid prices.

(iii) Price adjustment for Deviation in terms of payments refer to bidding data.

IB.17: <u>Process to be Confidential</u>

17.1 Subject to sub-clause IB.16.3 heretofore, no bidder shall contact Engineer / Employer on any matter relating to its bid from the time of bid opening to the time bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer / Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than ten (10) days after the bid evaluation result announcement, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18: Post Qualification

18.1 The Employer, at any stage of the bid evaluation, having credible reasons for a prima facie evidence of any defect in suppliers or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not;
Provided that such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that bid evaluation report.

18.2 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 under clause IB.11, as well as such other information required in the Bidding Documents.

IB.19: Award Criteria & Employer Right

19.1 Subject to sub-clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.

19.2 Notwithstanding sub-clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20: Notification of Award and Signing of Contract Agreement

20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing (Letter of Acceptance) that his bid has been accepted.

20.2 Within fourteen (14) days from the date of furnishing of acceptable performance security under the conditions of contract, the Employer will send the successful bidder the form of contract agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal agreement between the Employer and the successful bidder shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21: Performance Security

21.1 The successful bidder shall furnish to the Employer a Performance Security in the form of Bank Guarantee *(10% of Contract Amount)* from any scheduled Bank of Pakistan or "AA" rating Insurance Company, as a guarantee for satisfactory performance of the contract and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of the Letter of Acceptance.

21.2 Failure of the successful bidder to comply with the requirements of sub-clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22: Integrity Pact

The bidder shall sign and stamp the Form of the Integrity pact provided at Schedule-F to Bid in the bidding documents for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such integrity pact shall make the bid non-responsive.

BIDDING DATA

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

Instructions to Bidders Clause Reference:

1.1 **Name of Employer:**

Project Director (GSC) QESCO, Quetta.

Brief Description of Works:

_____

The bidding is opened on National Competitive Bidding (NCB) through Single Stage – Single Envelope Procedure.

2. **Eligible Bidders:**

a. This Invitation for Bids is open to all bidders meeting the requirements.

b. Pakistan Engineering Council (PEC) license renewed for the year 2026-2027 with category and specialization codes as mentioned in Notice Inviting Tender (NIT) and associated terms & conditions.

c. The bidder shall be in the active tax payer list (ATL) in FBR and BRA.

d. The contractors shall submit valid Sales Tax Registration with BRA.

e. Photocopy of National Identity Card of Contractor / Managing Partner / Director of the firm.

f. Tender rates and amounts should be filled in figures as well as in words. Tender documents should be signed as per general directions given in the tender documents.

g. The average annual turnover with tax returns from FBR should be atleast amounting to Rs.50.00 Million, verified from certified auditor and the cash flow showing equal or greater than amounting to Rs.13.00 Million.

h. No rebate on tender rates will be acceptable.

i. All the procurement will be done according to PPRA Rules-2004, amended upto 2022.

j. The eligible firm must fill all the requisite pages, with signed and stamp.

k. The Bid security of eligible firms should be in original and valid 28-days beyond bid validity.

l. The bidder / manufacturer shall not be, blacklisted by DISCOs/NGC/PPMC/PPRA/ PEC or any other Government Department (Provincial / Federal).

3. **Employer's Address**

Office of the Project Director (GSC) QESCO, (GSC) Complex, 132kV grid station Shiekhmanda, Airport Road Quetta (Balochistan) – Pakistan
081-2504501 & 081-2504503
pdgscqescoqta@gmail.com

3.1 Bid shall be quoted entirely in Pak Rupees (PKR) and the payment shall be made in Pak Rupees (PKR).

3.2 The bidder / manufacturer must have the financial, technical and production capability necessary as detailed below to perform the Contract with all relevant equipment and staff.

3.3 (a) A detailed description of the works, essential technical and performance characteristics.

b. Complete set of technical information, description data, literature and drawings as required in accordance with Schedule-B to bid, Specific works data. This will include but not limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

3.4 Period of Bid Validity: **120-Days**

3.5 Number of copies of the Bid to be submitted;
Only on EPADs and no any hard copies required.

4. **Deadline for Submission of E-Bids**

Venue: Office of the Project Director (GSC) QESCO, (GSC) Complex, 132kV grid station Shiekhmanda, Airport Road Quetta (Balochistan) – Pakistan

Closing Time: 1130 Hours.

Closing Date: 26-11-2026

4.1 **Responsiveness of Bids**

i. The Bid is valid till required period.
ii. The Bid prices are firm during currency of contract (if it is a fixed price bid).
iii. Completion period offered is within specified limits.
iv. The bidder / manufacturer is eligible to Bid and possesses the requisite experience, capability, and qualification.
v. The Bid does not deviate from basic technical requirements and the bids are generally in order and filled properly, etc.

5. Price Adjustments

5.1 "NOT APPLICABLE"

IB.23: Award Criteria & Employer's Right

23.1 The work will be awarded to that bidder who is least / lowest quoted rate and / or the most advantageous bidder declared by BEC.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM OF BID

(Letter of Offer)

Bid Reference No._____

Name of Work(s);_____

To: **The, Project Director (GSC) QESCO, (GSC) Complex, 132kV grid station Shiekhmanda, Airport Road Quetta (Balochistan) – Pakistan**

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 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 and 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._____ of quoted bid drawn in your favor or made payable to you and valid for a period of twenty eight (28) 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 120-days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our bid is accepted, to execute the performance security referred to in 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:

Signature:

Name of Bidder in Capital Letters:

Seal:

Address of Bidder ***(including Postal Address)***:

(Witness)

Signature:

Name:

Address:

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE-A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The schedule of prices shall be read in conjunction with the conditions of contract, contract data together with the specifications and drawings, if any.

1.2 The contract shall be for the whole of the works as described in these bidding documents. Bids must be for the complete scope of works.

2. Description

2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. Reference to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the schedule of prices.

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the systems international d' units (SI Units).

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the contractor under the Contract.

4.2 Unless otherwise stipulated in the contract data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes, and other levies payable by the Contractor shall be included in the rates and prices.

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works and no separate payment will be made for those items. The rate, prices, and amounts shall be entered as each item in schedule of prices, any item against which no rate or price is entered by the Bidder will not be paid by the Employer when executed and shall be deemed covered by the rates and prices for other items in the schedule of prices.

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

(b) The contractor shall be responsible to make complete arrangements for the transportation of the plant(s), machinery etc. to site of work.

4.6 The contractor shall provide for all parts of the works to be completed in every respect. Notwithstanding, that any details, accessories, etc. required for the complete installation and satisfactory operation of the works, are not specifically mentioned in the specifications, such details shall be considered as included in the contract price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the summary of bid prices.

6. Provisional Sums

6.1 Provisional Sums included and so designated in the schedule of prices, if any, shall be expended in whole or in part at the direction and discretion of the Engineer / Employer. The contractor will only receive payment in respect of such provisional sums if he has been instructed by the Engineer / Employer to utilize such sums.

NOTE: ***To all prospective Bidders, please find the Bill of Quantities (BOQ) attached at the end of this file and the respective BOQ, for which you are applying for on this page and submit it to EPADs as in PDF format.***

SCHEDULE-B TO BID

SPECIFIC WORKS DATA

→ Scope as per attached item-wise Bill of Quantities (BOQ), at the end of this file.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE-C TO BID

WORKS TO BE PERFORMED BY THE SUB-CONTRACTORS

Not Applicable

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE-D TO BID

PROPOSED PROGRAME OF WORKS

Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the works of the entire contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the works.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE-E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erection plant, tools, and vehicles proposed to be used in delivering / carrying out the works at site.
- The procedure for installation of equipment *(if any)* and transportation of equipment and materials to the site.
- Organization chart indicating head office personnel involved in management, supervision and engineering of the works to be done under the contract.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE-F TO BID

INTEGRITY PACT

(Declaration of Fees, Commission, and Brokerage etc. Payable by the Suppliers of Goods, Services, and Works in Contracts worth Rs.10.00 Million or more)

Contract No._____ Dated_____
Contract Value_____
Contract Title_____

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

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

[Name of supplier], accepts all and full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation, and warranty. It agrees that any contract, right, interest, privilege, or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contractor, 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given [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 from GoP.

Name of Buyer:
Signature:
Seal:

Name of Seller/Supplier:
Signature:
Seal:

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the works and expressions defined shall have the following meanings assigned to him, except where the context requires otherwise:

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "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.

1.1.3 "Drawings" means the Employer's drawing soft he works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 "Employer" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 "Party" means either the Employer or the Contractor.

Dates, Time & Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day.

1.1.9 "Time for Completion" means the time for completing the works as stated in the Contract Data (or as extended under sub-clause 7.3), calculated from the Commencement Date.

Money and Payments

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

Other Definitions

1.1.11 "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.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Employer Risks" means those matters listed in sub-clause 6.1.

1.1.14 "Force Majeure" means an event or circumstances which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 "Material" means things of all kinds (other than Plant) to be supplied and incorporated in the works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the works.

1.1.17 "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.

1.1.18 "Variation" means a change which is instructed by the Engineer / Employer under sub-clause 10.1.

1.1.19 "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.

1.1.20 "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.

1.2 Interpretation

Works 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.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If any ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The Law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All communications related to the Contract shall be in English Language.

1.6 Statutory Obligations

The contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the works.

2. THE EMPLOYER

2.1 Provisions of Site

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

2.2 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.

2.3 Engineer's / Employer 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.

2.4 Approvals

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

3. ENGINEER'S / EMPLOYER'S REPRESENTATIVE

3.1 Authorized Person

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's / Employer's Representative

The name and address of Engineer's / Employer's Representative is given in Contract Data. However, the contractor shall be notified by the Engineer / Employer, the delegated duties and authority before the commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carryout the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, materials, plant, and contractor's equipment which may be required.

4.2 Contractor's Representative

The contractor shall appoint a representative at site on fulltime 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 for such appointment which consent shall not be unreasonable withheld by 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 above-mentioned.

4.3 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.

4.4 Performance Security

The contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of bank Draft or Bank Guarantee for the amount and validity specified in contract data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The contractor shall carryout 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 fourteen (14) days of receipt of 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 fourteen (14) 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.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this clause, 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 shall be responsible for the specifications and drawings.

6. EMPLOYER's RISKS

6.1 The 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's / sub-contractor's may be responsible for the use of any radio-active material.

e) Pressure waves caused by aircrafts 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, 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 sub-clause 2.3, unless it is attributable to the Contractor's failure; and

i) Physical obstructions or physical conditions other than climate conditions, encountered on the site during the performance of works, for which the contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of Works

The contractor shall commence the works on the commencement date and shall proceed expeditiously and without delay and shall complete the works, subject to sub-clause 7.3 below, within time for completion.

7.2 Program

Within the time stated in the contract data, the contractor shall submit to the Engineer / Employer a program for the works in the form stated in the contract data.

7.3 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 sub-clause 6.1 or 10.3 of these conditions of contract and request the Employer / Engineer for a reasonable extension in 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.

7.4 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 he fails to complete the works.

8. TAKING OVER

8.1 Completion

The contractor may notify the Engineer / Employer when he considers that the works are completed in all respect.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the contractor, the Employer / Engineer shall either taken over 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 works which the contractor shall undertake during the maintenance period / defect liability period (DLP).

9. REMEDYING DEFECTS

9.1 Remedying Defects

The contractor shall for a period stated in the contract data from the date of issue of the certificate of completion carryout, 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 the defects not attributable to the contractor shall be valued as a variation.

9.2 Uncovering and Testing

The Engineer / Employer may give instructions 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, material, 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 sub-clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right of Way (ROW)

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 variation 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 order(s) for the purposes of this sub-clause.

10.2 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 falling 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 labour and Contractor's equipment, and of materials, used

10.3 Early Warning

The Contractor shall notify the Engineer / Employer in writing as soon as he is aware of any circumstances which may delay or disrupt the works, or which may give rise to a claim for additional payment. To 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 time for completion or additional payment shall be reduced / rejected.

10.4 Value 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 claims to the Engineer / Employer within fourteen (14) days of the occurrence of cause.

10.5 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 instructions or of the event giving rise to claim. The Engineer / Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENTS

11.1(a) Terms of Payments

The amount due to the contractor under any interim payment certificate issued by the Engineer / Employer pursuant to this clause, or to any other terms of the contract, shall subject to clause-47, be paid by the Employer to the contractor within thirty (30) days after such interim payment certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in sub-clause 60.8, within sixty (60) days after such final payment certificate has been jointly verified by Employer and Contractor; provided that the Interim Payment shall be caused in forty two (42) days and Final payment in sixty (60) days in case of foreign funded project.

(b) Valuation of the Works

The works shall be valued as provided for the contract data, subject to clause-10.

11.2 Monthly Statements

The contractor shall been titled 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.

11.3 Interim Payments

Within a period not exceeding seven (07) 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 Contract Data.

11.4 Retention Money

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either of the period stated in the contract data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in sub-clause 9.1, whichever is earlier.

11.5 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.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Default by Contractor

If the contractor abandons the works, refuses or fails to comply with a valid instructions of the Engineer / Employer or fails to proceed expeditiously and without delay, or is, despite written complaint, in breach of the Contract, the Employer may give notice referring to this sub-clause and stating the default.

If the contractor has not taken all practicable steps to remedy the default within fourteen (14) 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 demobilize from the site leaving behind any Contractor's equipment which the Employer instructs, in second notice, to be used for the completion of the works at the risk and cost of the contractor.

12.2 Default by the Employer

If the Employer fails to pay in accordance with the contract, or is, despite a written complaint, in breach of contract, the contractor may give notice referring to this sub-clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution or 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.

12.3 Insolvency

If a party is declared under 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.

12.4 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 under sub-clause 10.4,
b) Any sums to which the Employer is entitled,
c) If the Employer has terminated under sub-clause 12.1 or 12.3, 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 under sub-clause 12.2 or 12.3, 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,
e) The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to sub-clause 9.1, the Contractor shall take full responsibility for the care of the works from the commencement date until the date of the Engineer's issuance of certificate of completion under sub-clause 8.2. Responsibility shall then pass to the Employer's, 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 to the Contract. Unless the loss or damage happens as a result of the Employer's Risks, the contractor shall indemnify the Employer, or his agents against all claims, loss, damages, and expenses arising out of the works.

13.2 Force Majeure

If Force Majeure occurs, the contractor shall notify the Engineer / Employer immediately. If necessary, the contractor may suspend the execution of the works and, to the extent agreed with the Employer demobilize the Contractor's Equipment. 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 under sub-clause 10.4,
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.

14. INSURANCE

14.1 Arrangements

The contractor shall, prior to commencing the works, effect insurances of the types, in 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 under sub-clause 6.1. 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.

14.2 Default

If the contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clause, 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 the contract data form any other amounts due to the contractor.

15. RESOLUTION OF DISPUTES

15.1 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 to this clause. 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.

15.2 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 in sub-clause 15.1 here above, the Party may give notice of dissatisfaction referring to this sub-clause within fourteen (14) 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.

15.3 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 there under and any statutory modification thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in sub-clause 1.5.

16. INTEGRITY PACT

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 Schedule-F to his bid, then the Employer shall entitled to:

a) Recover from the contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickbacks 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 under sub-para (b) of this sub-clause, 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 under sub-clause 12.4, in accordance with sub-para (c) thereof, after having deducted the amounts due to the Employer under sub-para (a) and (c) of this sub-clause.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents)

Sub-Clauses of Conditions of Contract

1.1.1 The Employer

The Employer means, Project Director (GSC) QESCO, Quetta.

1.1.2 The Contractor

The Contractor means the works award to the respective contractor(s).

1.1.3 Commencement Date

Commencement Date means the date of issue of Engineer's Notice to commence shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.4 The Engineer

The Engineer means, the Employer authorizes in Notification of Award (NOA), i.e. Executive Engineer (GSC) QESCO.

1.2 Documents Forming the Contract Listed in the order of Priority:

(a) The Contract Agreement
(b) Award of Contract / Notice to commencement of work
(c) Letter of Acceptance
(d) The completed Form of Bid
(e) Contract Data
(f) Conditions of Contract
(g) The completed Schedules to Bid including Schedule of Prices
(h) The Drawing, Design, and Specifications (if any)
(i) The WAPDA / NGC, Standard Specifications
(j) QESCO's SOP, Blacklisting

1.3 Provision of Site

On the Commencement Date.

1.4 Name & Address of Employer's

Project Director (GSC) QESCO, (GSC) Complex @ 132kV grid station Shiekhmanda, Airport Road Quetta (Balochistan) – Pakistan

1.5 Performance Security

Amount: 10% of Bid (Amount of Bid Security will be considered as performance security, and balance amount of performance security shall be provided by the Contractor / Bidder).

1.5.1 Validity

Till the completion of the contract / work, in all respect.

1.6 Requirements for Contractor's Design (if any)

Specification Clause (NOT APPLICABLE)

1.7 Amount payable due to failure to complete the work within stipulated period, mentioned in the NOA, the Liquidated Damages @ 0.1% (per day) maximum to 10% of the Contract Amount will be deducted.

1.8 Period for Remedying the Defects

One Hundred Eighty (180) days, after completion of the work.

2. Terms of Payment

(a) <u>This clause may be read as follows:</u>

Payment of contract price shall be made as per work executed by the contractor and measured by the Engineer in accordance with the schedule.

The payment shall constitute full compensation for all cost for mobilization and demobilization. The contract rates shall be deemed to include all costs for providing, transporting, operating, and maintaining all the equipment and plant necessary for site work alongwith providing water, power and all insurances covers, providing any other expenses not covered in the BOQ.

(b) <u>Valuation of Works:</u>

Valuation of works shall be made as per work executed by the Contractor and measured by the Engineer in accordance with the schedule or as instructed by the Employer / Engineer.

2.1 Percentage of Value of Materials and Plants

NOT APPLICABLE

2.2 Percentage of Retention

Ten percentage (10%)

2.3 Currency of Payment

Pak Rupees (PKR)

2.4 Arbitration

Place of Arbitration will be Quetta (Balochistan) – Pakistan.

2.5 Price Adjustment

Price Adjustment due to rise and fall in the cost of work shall not be admissible under this contract in any circumstances.

STANDARD FORMS

NOTE: ***(Standard Forms provided in this document for securities are to be issued by a Scheduled Banks of Pakistan. In case bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly, without changing the spirit of the Forms of Securities)***

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No……..
Executed on……

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with address ……
Name of Principal (Bidder) with address ……
Penal sum of Security (express in figures and words): ……
Bid Reference No…… & Date of Bid ……

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid 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 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 firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying Bid numbered and dated as above for …… [Particulars of bid] to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

(1) That the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the Bid;
(2) That in the event of;
  (a) the Principal withdraws his bid during the period of validity of Bid, or
  (b) the Principal does not accept the correction of his Bid Price, pursuant to sub-clause 16.4 (6) of instructions to Bidders, or
  (c) failure of the successful bidder to;
    (i) furnish the required Performance Security, in accordance with sub-clause IB.20.1 of instructions to bidders, or
    (ii) sign the proposed Contract Agreement, in accordance with sub-clause IB.20.2 & 20.3 of instructions to bidders,

  The entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with the Bids Acceptance and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum 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 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.

Guarantor (BANK)

Signature:

Name:

Title:

(Witnesses :)

1. _____
   Corporate Secretary (Seal)

2. _____
   Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No……..

Executed on……

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with address ……
Name of Principal (Contractor) with address ……
Penal sum of Security (express in figures and words): ……
Letter of Acceptance, Reference No…… & Date of Bid ……

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 of 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 severely, 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 the Contract) for the …… (Name of the 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 irrevocable 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 upto 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 upto 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)

Signature:

Name:

Title:

(Witnesses :)

1. _____
   Corporate Secretary (Seal)

2. _____
   Corporate Guarantor (Seal)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the day of ..... 2025, between ..... (Hereinafter called the "Employer") of the one part and ..... (Hereinafter called the "Contractor") of the other part.

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

NOW, this agreement witness the, as follows:

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

2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz;

(a) The Letter of Acceptance;
(b) The completed Form of Bid alongwith Schedules to Bid;
(c) Conditions of the Contract & Contract Data;
(d) The priced Schedule of Prices;
(e) The Specifications; and
(f) The Drawings

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Name of the Contractor:	**Name of the Employer:**
Signature:	**Signature:**
Seal:	**Seal:**
(WITNESSES)	
Name, Title and Address)	*Name, Title and Address)*

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

(Bank Guarantee)

Guarantee No……..
Executed on……

(Letter by the Guarantor to the Employer)

WHEREAS, the …… (Hereinafter called the "Employer") has entered into a Contract for …… (Particulars of the Contract), with M/s …… (Hereinafter called the "Contractor").

AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs…… (Rupees……), which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Employer has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS…… (Scheduled Bank) (Hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____

Guarantor (BANK)

(Witnesses :)

..*

Sr. No.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
FOUNDATION					
1.	Plain concrete spread foundation in varied soil as well as hard rock including excavation, dewatering, shuttering, blasting, chiseling, stub setting, concreting, curing and back filling and preparation / cutting for making foundation platform including installation of grounding sets. (Ratio 1:2:4) As per WAPDA specification.				
a)	Foundation type EG 220KV Type Tower Drawing No. PDW/TC-805	/ Footing	08	370,000.00	2,960,000.00
ERECTION					
2.	Erection of towers at site i.e. Installation of anti-climbing devices, fixing of danger plate, phase plates & number plate etc. according to WAPDA/NTDC design & specification.				
a)	EG + 0 + 4 Mtr. 220kV Type Tower	/ No.	02	480,000.00	960,000.00
3.	Welding of tower nut & bolts upto 06 Mtr. height as per specification.	/ No.	820	250.00	205,000.00
DISMANTLING OF TOWERS					
4.	Dismantling of towers & its shifting from existing site of work to T&G Warehouse QESCO Quetta in all respect according to specification & Stacking etc.				
a)	ZM 1 + 3 Mtr.	/ No.	01	235,000.00	235,000.00
RE-STRINGING OF CONDUCTOR					
5.	Unloading & loading of conductor alongwith shield wire & re-stringing of conductor and shifting of dismantled conductor from site of work to T&G Warehouse QESCO, Quetta complete in all respect as per Specification.				
a)	Lynx Conductor D/C	/ Mtr.	652	950.00	619,400.00
6.	Add 15% BRA Tax (on above all items)	/ Job	-	--	746,910.00
				TOTAL (Rs.)	**5,726,310.00**