

# **NATIONAL COMPETITIVE BIDDING**

**TENDER NO. TNCB-22/SIGNBOARD/CFPP/JPCL/2025**

**FOR**

**SUPPLY AND INSTALLATION OF SIGNBOARD**

**At ENTRANCE OF**

**660MW COAL FIRED POWER PLANT JAMSHORO**

**(Single Stage - One Envelope Procedure)**

**(Pakistan Public Procurement Regulatory Authority)**



**Jamshoro Power Company Limited,  
Jamshoro Sindh Pakistan**

**November 2025**

**PART-A**  
**BIDDING PROCEDURE & REQUIREMENTS**

**SECTION I: INVITATION TO BIDDERS**

# Jamshoro Power Company Limited (JPCL), Jamshoro, Sindh-Pakistan



**Tender No. TNCB-22/SIGNBOARD/CFPP/JPCL/2025**

For

“Design, Fabrication, Supply, Erection and Installation the Identification Double Sided Signboard (back-to-back) at the entrance of 660MW Coal Fired Power Plant, Jamshoro Site as given in Section-V “Schedule of Requirement” of Tender Document”.

## **Invitation to Bidders**

Date: 11-11-2025

1. This Invitation to Bidders follows the Procurement Advertisement (PA) for the subject Procurement which appeared on PPRA-EPADS and JPCL websites on 11-11-2025 for wide circulation and healthy competition.
2. The JPCL has reserved Funds for the procurement planned for FY 2025-26 and intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the subject procurement as per Schedule of Requirement, Section-V of the Tender Document”
3. Jamshoro Power Company Limited (JPCL), operating under the Ministry of Energy (Power Division), Government of Pakistan, invites bids from eligible, experienced and capable contractors who are either directly engaged in the **design, fabrication, and supply of signboards** or can undertake such work from the market at their **own risk and cost** while ensuring full responsibility for quality, performance, and timely completion and are duly registered on EPADS and are Active Taxpayers, for the design, fabrication, delivery, transportation, erection and installation of the Double Sided Signboard (back-to-back) and finishing at site at the entrance of 660 MW Coal-Fired Power Plant, Jamshoro.
4. The Bidders who have history of non-conformance and have not completed substantially their work at JPCL within stipulated period without judicious grounds, will not be eligible to participate in this Bid.
5. The bidding shall be conducted with the “**Single stage-one envelope**” procedure by adopting “least cost based selection (LCBS)” technique for the subject procurement, in line with Rule 36 (a) of the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time) and is open to all eligible bidders registered on **EPADS**.
6. E-Tender documents, containing detailed terms & conditions, specifications and requirements etc. are available online and can be downloaded from JPCL Website [www.jpcl.com.pk](http://www.jpcl.com.pk) and PPRA-E-Pak Acquisition & Disposal System (**EPADS**) at [www.eprocure.gov.pk](http://www.eprocure.gov.pk) from **Wednesday, 12 November, 2025**. Bidders are requested to keep visiting EPADS and JPCL’s official website to seek the updated information/Addendum/Corrigendum, if any. Bidders can seek any clarification through EPADS, three days prior to submission deadline of the bids.
7. All Bids must be accompanied by a Bid Security in an amount of 5% of estimated cost in the shape of CDR / Pay Order /Bank Guarantee on the prescribed format in favour of “CEO JPCL Jamshoro” and must be submitted through EPADS by **uploading the scanned copy** along with the **e-bids**, prepared in accordance with the instructions in the e-Bidding Documents, and **original bid security** along with **bidding document** must be delivered by hand or through courier to reach “On or before 11:00 Hours” on Friday, 28 November 2025 at Director Procurement, 2nd Floor, Main Admin Building CFPP Jamshoro, before the online submission deadline of bids without which the respective bids will not be accepted and opened.

8. E-bids will be opened on the same day at JPCL Conference Hall, 1<sup>st</sup> Floor, Main Admin Building, Jamshoro at 1130Hrs. Manual submission of Bids shall not be entertained except Bid Security. (One hard copy of bid may also be submitted with Procuring Agency for the purpose of evaluation. In case of any discrepancy, the bid uploaded on EPADS shall prevail).
9. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) has been notified for the subject procurement and notification copy is available on the procuring agency's website ([www.jpcl.com.pk](http://www.jpcl.com.pk)) and on Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).
10. Pre-Bid Meeting/Site Visit will be held on Wednesday, 19 November 2025 at 1130Hrs. at JPCL Conference Room 1st Floor, Main Admin Building, TPS Jamshoro and can be joined through Zoom, the link of which shall be shared through JPCL website.
11. *The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of PPRA Rules, 2004 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-33(1) of said Rules, without incurring any liability to the bidder(s) or any obligation to inform the bidder(s) of the grounds for JPCL's action.*

**Chief Engineer/Project Director,**  
Jamshoro Coal Fired Power Project,  
Mohra Jabal, Dadu Road, Jamshoro  
Phone: 022 9213744, 022 9213742  
Email: [pdpiu@jpcl.com.pk](mailto:pdpiu@jpcl.com.pk)

## Contents

|                                                                                                                                                                                                                                                       |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>SECTION I: INVITATION TO BIDDERS .....</b>                                                                                                                                                                                                         | <b>2</b>  |
| <b>Invitation to Bidders .....</b>                                                                                                                                                                                                                    | <b>3</b>  |
| <b>SECTION II: INSTRUCTION TO BIDDERS (ITBs) .....</b>                                                                                                                                                                                                | <b>7</b>  |
| A. INTRODUCTION                                                                                                                                                                                                                                       | 8         |
| B. BIDDING DOCUMENTS                                                                                                                                                                                                                                  | 10        |
| C. PREPARATION OF BIDS                                                                                                                                                                                                                                | 11        |
| D. SUBMISSION OF BIDS                                                                                                                                                                                                                                 | 16        |
| E. OPENING AND EVALUATION OF BIDS .....                                                                                                                                                                                                               | 16        |
| F. AWARD OF CONTRACT                                                                                                                                                                                                                                  | 23        |
| G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM .....                                                                                                                                                                                             | 25        |
| H. MECHANISM OF BLACKLISTING                                                                                                                                                                                                                          | 26        |
| <b>SECTION III: BID DATA SHEET (BDS) .....</b>                                                                                                                                                                                                        | <b>28</b> |
| A. Introduction                                                                                                                                                                                                                                       | 29        |
| B. Bidding Documents                                                                                                                                                                                                                                  | 30        |
| C. Preparation of Bids                                                                                                                                                                                                                                | 30        |
| D. Submission of Bids                                                                                                                                                                                                                                 | 31        |
| E. Opening and Evaluation of Bids                                                                                                                                                                                                                     | 32        |
| F. Award of Contract                                                                                                                                                                                                                                  | 33        |
| G. Review of Procurement Decisions                                                                                                                                                                                                                    | 33        |
| <b>SECTION IV. ELIGIBLE COUNTRIES .....</b>                                                                                                                                                                                                           | <b>34</b> |
| <b>SECTION V .....</b>                                                                                                                                                                                                                                | <b>35</b> |
| <b>SCHEDULE OF REQUIREMENTS &amp; TECHNICAL SPECIFICATIONS .....</b>                                                                                                                                                                                  | <b>35</b> |
| 1. Scope of Supply and Work: .....                                                                                                                                                                                                                    | 36        |
| “For design, fabrication, supply, erection, installation, painting and finishing of Identification Double Sided Signboard (back-to-back) at designated place of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro” ..... | 36        |
| The Contractor shall comply with all applicable <b>labor laws, environmental requirements, and workplace safety regulations</b> during execution.....                                                                                                 | 37        |
| <b>Location of Work</b>                                                                                                                                                                                                                               | 37        |
| <b>2.1 General Requirements</b>                                                                                                                                                                                                                       | 38        |
| <b>2.2 Structural Frame</b>                                                                                                                                                                                                                           | 38        |
| <b>2.3 Signboard Panel</b>                                                                                                                                                                                                                            | 38        |
| <b>2.4 Foundation and Civil Works</b>                                                                                                                                                                                                                 | 38        |
| <b>2.5 Painting and Finishing</b>                                                                                                                                                                                                                     | 38        |
| <b>2.6 Installation &amp; Erection</b>                                                                                                                                                                                                                | 38        |
| <b>2.7 Inspection and Testing</b>                                                                                                                                                                                                                     | 38        |
| <b>2.8 Documentation and Handover</b>                                                                                                                                                                                                                 | 38        |
| <b>2.9 Warranty</b>                                                                                                                                                                                                                                   | 38        |
| The Contractor shall guarantee workmanship and materials for 12 months after completion                                                                                                                                                               | 38        |
| <b>WORK REQUIREMENT/BILL OF WORKS .....</b>                                                                                                                                                                                                           | <b>39</b> |
| <b>Supplementary Information.....</b>                                                                                                                                                                                                                 | <b>39</b> |
| <b>Delivery Schedule</b>                                                                                                                                                                                                                              | 39        |
| <b>General Conditions</b>                                                                                                                                                                                                                             | 39        |
| <b>Qualification Criteria: Pass/Fail</b>                                                                                                                                                                                                              | 41        |
| Bidder shall not be blacklisted by any government or semi-government organization. ....                                                                                                                                                               | 41        |
| At least 2 similar projects completed in last 5 years each worth not less than PKR 0.5 million.                                                                                                                                                       | 41        |
| <b>SECTION VI: STANDARD BIDDING FORMS .....</b>                                                                                                                                                                                                       | <b>43</b> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>1. Form of Bid</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>44</b> |
| Duly authorized to sign Bid for and on behalf of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 45        |
| T-2 Bidder Information Form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 46        |
| T-3 Contractor's Representative and Key Personnel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 47        |
| T-4 Average Annual Turnover                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 48        |
| T-5 General Construction Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 49        |
| T-6 Specific Construction and Contract Management Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 50        |
| T-7 Form of Bid Security                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 51        |
| <b>Title of Procurement: “For Design, Fabrication, Supply, erection and Installation of Identification Double Sided Signboard (back-to-back) at entrance of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro”</b>                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>51</b> |
| We have been informed that _____ [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of ““For Design, Fabrication, Supply, erection and Installation of Identification Double Sided Signboard (back-to-back) at entrance of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro” under Request for Bids No. T TNCB-22/Signboard/CFPP/JPCL/2025_ (“the RFB”). | 51        |
| T-8 Affidavit for Bidder's Blacklisting / Eligibility Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 53        |
| <b>“For Design, Fabrication, Supply, erection and Installation of Identification Double Sided Signboard (back-to-back) at entrance of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro”</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>53</b> |
| FORM F-1. Letter of Bid - Financial Proposal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 55        |
| <b>Title of Procurement: “For Design, Fabrication, Supply, erection and Installation of Identification Double Sided Signboard (back-to-back) at entrance of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro”</b>                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>55</b> |
| FORM F-2. Bill of Quantities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 57        |
| <b>SECTION VIII:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>62</b> |
| <b>SPECIAL CONDITIONS OF THE CONTRACT (SCC)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>62</b> |
| Definitions (GCC 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 63        |
| <b>“For Design, Fabrication, Supply, erection and Installation of Identification Double Sided Signboard (back-to-back) at entrance of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro as given in Section-V “Schedule of Requirement” of Tender Document”</b>                                                                                                                                                                                                                                                                                                                                                                                | <b>63</b> |
| Governing Language (GCC 4)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 64        |
| Inspections and Tests (GCC 11)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 64        |
| Delivery and Documents (GCC Clause 13)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 64        |
| Insurance (GCC Clause 14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 64        |
| Warranty (GCC Clause 18)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 64        |
| Payment (GCC Clause 19)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 65        |
| Prices (GCC 20)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 65        |
| Liquidated Damages (GCC Clause 26)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 65        |
| 13.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 65        |
| 24.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 65        |
| Only specialized tasks can be subcontracted to specific experienced sub-contractors for specialized works with prior approval of the client with condition that the main contractor retains the full responsibility of the quality and timeline                                                                                                                                                                                                                                                                                                                                                                                                                             | 65        |
| <b>SECTION IX: CONTRACT FORMS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>71</b> |
| Performance Security (or guarantee) Form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 71        |

**SECTION II:**  
**INSTRUCTION TO BIDDERS (ITBs)**

## A. INTRODUCTION

|                            |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <b>Scope of Bid</b>     | 1.1   | The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the design, fabrication, delivery, transportation, erection and installation of the Double Sided Signboard (back-to back) and finishing at site at the entrance of 660 MW Coal-Fired Power Plant, Jamshoro Sindh Pakistan, as specified <b>Section V - Schedule of Requirements</b> . The successful Bidders will be expected to complete the supply and installation work within the specified period and timeline(s) as stated in the <b>BDS</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2. <b>Source of Funds</b>  | 2.1   | PA's own resources.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3. <b>Eligible Bidders</b> | 3.1   | A Bidder may be a natural person, company or firm and Manufacturer/ Distributor/General Order Supplier or public or semi-public agency of Pakistan <i>registered with Income Tax and Sales Tax Departments, who are on Active Taxpayer List of FBR, having vast experience and specializing in "Design, Fabrication, Supply and installation of Signboards"</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                            | 3.2   | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                            | 3.3   | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                            | 3.4   | Deleted<br>Joint Venture, Consortium or Association not allowed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                            | 3.5   | The invitation for Bids is open to all prospective suppliers, manufacturers, distributors or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                            | 3.6 . | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                            | 3.7   | <p>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:</p> <ul style="list-style-type: none"> <li>a) 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 to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Bid; or</li> <li>e) 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 regarding this Bidding process; or</li> <li>f) Submit more than one Bid in this Bidding process.</li> </ul> |
| *                          | 3.8   | <p>A Bidder may be ineligible if;</p> <ul style="list-style-type: none"> <li>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(b) payments in favor of the Bidder are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                                               |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                               |      | <p>and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The firm, supplier and contractor are blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p> |
|                                               | 3.9  | Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                               | 3.10 | Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                               | 3.11 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>4. Eligible Goods and Related Services</b> | 4.1  | All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section - 4 titled as "Eligible Countries".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                               | 4.2  | For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are to be supplied.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                               | 4.3  | The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                               | 4.4  | To establish the eligibility of the Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                               | 4.5  | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>5. One Bid per Bidder</b>                  | 5.1  | A bidder shall submit only one Bid, in the same bidding process and cannot be a sub-contractor with more than one bidder in the same bidding process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                               | 5.2  | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                               | 5.3  | A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>6. Cost of Bidding</b>                     | 6.1  | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

## B. BIDDING DOCUMENTS

|                                              |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. <b>Contents of Bidding Documents</b>      | 7.1 | <p>The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB - 9.2 include:</p> <p><b>Section I</b> -Invitation to Bids<br/> <b>Section II</b> Instructions to Bidders (ITBs)<br/> <b>Section III</b> Bid Data Sheet (BDS)<br/> <b>Section IV</b> Eligible Countries<br/> <b>Section V</b> Technical Specifications, Schedule of Requirements<br/> <b>Section VI</b> Forms of Bid<br/> <b>Section VII</b> General Conditions of Contract (GCC)<br/> <b>Section VIII</b> Special Conditions of Contract (SCC)<br/> <b>Section IX</b> Contract Forms</p> |
|                                              | 7.2 | The number of copies to be completed and returned with the Bid is specified in the <b>BDS</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                              | 7.3 | The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.                                                                                                                                                                                                                                                                                                                                                                                  |
|                                              | 7.4 | The Bidder is expected to examine all instructions, forms, terms and specifications 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 8. <b>Clarification of Bidding Documents</b> | 8.1 | A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing on EPADS as prescribed in <b>BDS</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                              | 8.2 | The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing on EPADS to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in <b>ITB - 23.1</b> . However, this clause shall not apply in case of alternate methods of Procurement.                                                                                                                                                                                                                                                                                                                                                      |
|                                              | 8.3 | NOT APPLICABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                              | 8.4 | Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of clarification, it shall do so following the procedure under <b>ITB - 9</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                              | 8.5 | The prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                              | 8.6 | The clarifications sought by Bidders and responses given to them, will be transmitted promptly on EPADS. Any modification to the Bidding Documents that may become necessary shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                                          |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>9. Amendment of Bidding Documents</b> | 9.1 | Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding Documents by issuing addenda.                                                                                                                                                                                                                                                                                                                                                  |
|                                          | 9.2 | Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to <b>ITB-7.1</b> and shall be communicated in writing on EPADS. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:<br>Provided that the bidder who had already submitted/uploaded their bid on EPADS prior to the issuance of any such addendum, shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline. |
|                                          | 9.3 | To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids;<br><br>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.                                                                                                                                                                             |

### C. PREPARATION OF BIDS

|                                                         |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10. Language of Bid</b>                              | 10.1 | 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 shall be written in the English language unless specified in the <b>BDS</b> . 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 <b>BDS</b> , in which case, for purposes of interpretation of the Bidder, the translation shall govern.                                                                                                                                                                                                                         |
| <b>11. Documents and Sample(s) Constituting the Bid</b> | 11.1 | The Bid prepared by the Bidder shall constitute the following components: -<br><br>a) Form of Bid and Bid Prices completed in accordance with <b>ITB - 14 and 15</b> ;<br>b) Documentary evidence established in accordance with ITB - 13 that the Bidder is eligible and/or qualified for the subject bidding process;<br>c) Documentary evidence established in accordance with ITB - 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;<br>d) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB - 18</b> ;<br>e) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and<br>f) Any other document required in the <b>BDS</b> . |
|                                                         | 11.2 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|                                                                                                                 |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                 | 11.3 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                 | 11.4 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                 | 11.5 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                 | 11.6 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents</b> | 12.1 | Pursuant to <b>ITB - 11</b> , the Bidder shall furnish, as part of its Bid, all those documents establishing eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                 | 12.2 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                 | 12.3 | The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> <li>a) a detailed description of the essential technical specifications and performance characteristics of the Goods;</li> <li>b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> <li>c) any other procurement specific documentation requirement as stated in the <b>BDS</b>.</li> </ul> |
|                                                                                                                 | 12.4 | The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the <b>BDS</b> following commencement of the use of the Goods by the Procuring Agency.                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                 | 12.5 | For purposes of the commentary to be furnished pursuant to <b>ITB - 12.3(c)</b> above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.                                                                                          |
|                                                                                                                 | 12.6 | The required documents and other accompanying documents must be in English. In case any language other than English is used, the pertinent translation into English shall be attached to the original version.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>13. Documents Establishing Eligibility and Qualification of the Bidder</b>                                   | 13.1 | Pursuant to <b>ITB - 11</b> , 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                 | 13.2 | The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section - 4 titled as "Eligible Countries".                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|                           |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | 13.3 | <p>The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:</p> <p>a) the Bidder has the financial, technical, and supply or production capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b>.</p> <p>b) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p> |
| <b>14. Form of Bid</b>    | 14.1 | The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>15. Bid Prices</b>     | 15.1 | The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                           | 15.2 | All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                           | 15.3 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                           | 15.4 | The Bid price to be quoted in the Form of Bid in accordance with <b>ITB - 15.1</b> shall be the total price of the Bid, excluding any discounts offered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                           | 15.5 | The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods/works it proposes to deliver under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                           | 15.6 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                           | 15.7 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                           | 15.8 | Prices quoted by the Bidder shall be <b>fixed</b> 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 - 28.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                           | 15.9 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>16. Bid Currencies</b> | 16.1 | <p>Prices shall be quoted in the following currencies:</p> <p>For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the <b>BDS</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                           | 16.2 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                           | 16.3 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                           | 16.4 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|                                                     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>17. Bid Validity Period</b>                      | 17.1 | Bids shall remain valid for the period specified in the <b>BDS</b> after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                     | 17.2 | Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under <b>ITB - 18</b> shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with <b>ITB - 18</b> in all respects. |
|                                                     | 17.3 | If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>18. Bid Security or Bid Securing Declaration</b> | 18.1 | Pursuant to <b>ITB - 11</b> , unless otherwise specified in the <b>BDS</b> , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section - VI (Standard Forms)</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                     | 18.2 | The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to <b>ITB - 18.9</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                     | 18.3 | <p>The Bid Security shall be denominated in the local currency and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <ul style="list-style-type: none"> <li>a) 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 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;</li> <li>b) a cashier's or certified cheque; or</li> <li>c) another security if indicated in the <b>BDS</b></li> </ul>                                                                                                                                                                                 |
|                                                     | 18.4 | The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                                        |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        |      | in <b>Section - VI (Standard Forms)</b> or another form approved by the Procuring Agency prior to the Bid submission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                        | 18.5 | The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>ITB - 18.9</b> are invoked.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                        | 18.6 | Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB - 18.1 or 18.3</b> shall be rejected by the Procuring Agency as non-responsive, pursuant to <b>ITB - 28</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                        | 18.7 | <p>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 pursuant to <b>ITB - 17</b>. The Procuring Agency 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:</p> <ul style="list-style-type: none"> <li>(a) the expiry of the Bid Security;</li> <li>(b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;</li> <li>(c) the rejection by the Procuring Agency of all Bids;</li> <li>(d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.</li> </ul> |
|                                        | 18.8 | The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to <b>ITB - 41</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB - 42</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                        | 18.9 | <p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>a) if a Bidder: <ul style="list-style-type: none"> <li>i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in <b>ITB - 17.2</b>; or</li> <li>ii) does not accept the correction of errors pursuant to <b>ITB - 30.3</b>; or</li> </ul> </li> <li>b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with <b>ITB - 41</b>; or</li> <li>ii) to furnish performance security (or guarantee) in accordance with <b>ITB - 42</b>.</li> </ul> </li> </ul>                                                                                                                                                                                                                                            |
| <b>19. Alternative Bids by Bidders</b> | 19.1 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                        | 19.2 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|                                                               |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                               | 19.3 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>20. Withdrawal, Substitution, and Modification of Bids</b> | 20.1 | Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been uploaded on EPADS.                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                               | 20.2 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>21. Format and Signing of Bid</b>                          | 21.1 | The Bidder shall prepare an original and upload on EPADS as indicated in the <b>BDS</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                               | 21.2 | The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the <b>BDS</b> and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid. |
|                                                               | 21.3 | Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bid.                                                                                                                                                                                                                                                                                                                                                                                                                   |

#### **D. SUBMISSION OF BIDS**

|                                           |      |                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>22. Sealing and Marking of Bids</b>    | 22.1 | Deleted                                                                                                                                                                                                                                                                                                                                                            |
|                                           | 22.2 | Deleted                                                                                                                                                                                                                                                                                                                                                            |
|                                           | 22.3 | Deleted                                                                                                                                                                                                                                                                                                                                                            |
| <b>23 Deadline for Submission of Bids</b> | 23.1 | Bids shall be uploaded on EPADS with scanned copy of bid security. The original bid security must be received by the Procuring Agency not later than the date and time specified in the <b>BDS</b> .                                                                                                                                                               |
|                                           | 23.2 | The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with <b>ITB - 9</b> , in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline. |
| <b>24. Late Bids</b>                      | 24.1 | The Procuring Agency shall not consider for evaluation any Bid that's Bid Security arrives after the deadline for submission of Bids, in accordance with <b>ITB - 23</b> .                                                                                                                                                                                         |
|                                           | 24.2 | Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.                                                                                                                                                                                                 |
| <b>25. Withdrawal of Bids</b>             | 25.1 | A Bidder may withdraw its Bid after it has been submitted on EPADS                                                                                                                                                                                                                                                                                                 |
|                                           | 25.2 | Revised bid may be uploaded on EPADS after the withdrawal of the original bid in accordance with the provisions referred in <b>ITB - 22</b> .                                                                                                                                                                                                                      |

#### **E. OPENING AND EVALUATION OF BIDS**

|                            |      |                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>26. Opening of Bids</b> | 26.1 | The Procuring Agency will open all Bids, in public, in the presence of Bidders or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the <b>BDS</b> . The Bidders' representatives present shall sign a register as proof of their attendance. |
|                            | 26.2 | Deleted                                                                                                                                                                                                                                                                                                                                                             |

|                            |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            | 26.3  | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                            | 26.4  | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                            | 26.5  | The Bids shall be opened one at a time, in case of <b>Single Stage One Envelope Procedure</b> , the Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee. |
|                            | 26.6  | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                            | 26.7  | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                            | 26.8  | Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.                                                                                                                                                                                                         |
|                            | 26.9  | Bidders are advised to send in a representative with knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any unread information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.                                                    |
|                            | 26.10 | No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to <b>ITB - 24</b> .                                                                                                                                                                                                                                                                                                                 |
|                            | 26.11 | The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.                                                                                      |
|                            | 26.12 | The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.                                                                                                                                                                                           |
|                            | 26.13 | A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.                                                                                                                                                                                                                                                                                                                                                                      |
|                            | 26.14 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>27. Confidentiality</b> | 27.1  | Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.                                                                                                                                                             |
|                            | 27.2  | Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.                                                                                                                                                                                                                                                                                                                               |

|                                            |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                            | 27.3 | Notwithstanding <b>ITB - 27.2</b> from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.                                                                                                                                                                                                                                                                                                                                                               |
| <b>28. Clarification of Bids</b>           | 28.1 | To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.                                                                                                                                                                                                                                                                                                             |
|                                            | 28.2 | The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.                                                                                                                                                                                                                                                                                                                                                                                 |
|                                            | 28.3 | The alteration or modification in THE BID which may affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents.</li> <li>f) change in the ranking of the bidder</li> </ul>                                                                                                                                                                                        |
|                                            | 28.4 | From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid, it should do so in writing or in electronic forms that provide record of the content of communication.                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>29. Preliminary Examination of Bids</b> | 29.1 | Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB - 3</b> and <b>ITB - 4</b>;</li> <li>b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;</li> <li>c) has been properly signed;</li> <li>d) is accompanied by the required securities; and</li> <li>e) is substantially responsive to the requirements of the Bidding Documents.</li> </ul> <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p> |
|                                            | 29.2 | 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: - <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the Services;</li> <li>b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders' obligations under the Contract; or</li> </ul>                                                                                                                             |

|  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |      | c) if rectified, it would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|  | 29.3 | The Procuring Agency will confirm that the documents and information specified under <b>ITB - 11, 12 and 13</b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|  | 29.4 | <p>The Procuring Agency 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.</p> <p><b>Explanation:</b> <i>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 supplies or services being acquired. The Procuring Agency 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. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> <li>(a) <i>Submit the number of copies of signed bids required by the invitation;</i></li> <li>(b) <i>Furnish required information concerning the number of its employees;</i></li> <li>(c) <i>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.</i></li> </ul> |
|  | 29.5 | Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|  | 29.6 | Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable non-material 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                                                                      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                      | 29.7 | If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>30. Examination of Terms and Conditions; Technical Evaluation</b> | 30.1 | The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the <b>GCC</b> , and the <b>SCC</b> have been accepted by the Bidder without any material deviation or reservation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                      | 30.2 | The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with <b>ITB - 22</b> , to confirm that all requirements specified in <b>Section -V “Schedule of Requirements, Technical Specifications”</b> of the Bidding Documents have been met without material deviation or reservation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                      | 30.3 | If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with <b>ITB - 29</b> , it shall reject the Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>31. Correction of Errors</b>                                      | 31.1 | <p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</li> <li>b) 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</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>d) 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.</li> </ul> |
|                                                                      | 31.2 | The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited, or the Bid Securing Declaration may be executed in accordance with <b>ITB - 18.9</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>32. Conversion to Single Currency</b>                             | 32.1 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                      | 32.2 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>33. Evaluation of Bids</b>                                        | 33.1 | The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB - 29</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                                                   |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   | 33.2 | <p>In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted. The Procuring Agency's evaluation of a Bid will take into account:</p> <p>a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p>                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                   | 33.3 | <p>The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                   | 33.4 | <p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB - 15.1, take account of one or more of the following factors as specified in the <b>BDS</b>, and quantified in ITB - 32.5:</p> <p>a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination.</p> <p>b) delivery schedule offered in the Bid;</p> <p>c) deviations in payment schedule from that specified in the Special Conditions of Contract;</p> <p>d) the cost of components, mandatory spare parts, and service;</p> <p>e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid;</p> <p>f) the projected operating and maintenance costs during the life of the equipment;</p> <p>g) the performance and productivity of the equipment offered; and/or</p> <p>h) other specific criteria indicated in the <b>TBS</b> and/or in the Technical Specifications.</p> |
|                                                   | 33.5 | <b>Deleted</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                   | 33.6 | <p>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, including any discounts offered in the Form of Bid, is specified in the <b>BDS</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>34. Domestic Preference</b>                    | 34.1 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>35. Determination of Most Advantageous Bid</b> | 35.1 | <p>In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                                                                                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                  | 35.2 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal</b> | 36.1 | <p>After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the <b>BDS</b>.</p> <p>In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                  | 36.2 | <p>Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <p>(a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e., scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</p> <p>(b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;</p> <p>(c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;</p> <p>(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and</p> <p>(e) An abnormally low Bid means, in the light of the Procuring Agency'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.</p> <p>Guidance for Procuring Agency:<br/>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <p>(i) Comparing the bid price with the cost estimate;</p> <p>(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</p> <p>(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government or development partner-funded.</p> |

|  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | 36.3 | The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid, is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB - 13.3.                                                                                                                                                                                                                                                           |
|  | 36.4 | The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB - 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.                                        |
|  | 36.5 | Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.<br>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. |
|  | 36.6 | 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 will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.                                                                                                                                                                         |

## F. AWARD OF CONTRACT

|                              |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>37. Criteria of Award</b> | 37.1 | <p>Subject to ITB - 36 and 38, the Procuring Agency 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 Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITB - 3;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul>                                                                                                                                                          |
| <b>38. Negotiations</b>      | 38.1 | <p>Negotiations may be undertaken with the Most Advantageous Bidder relating to the following areas:</p> <ul style="list-style-type: none"> <li>(a) a minor alteration to the technical details of the statement of requirements;</li> <li>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</li> <li>(c) a minor amendment to the special conditions of Contract;</li> <li>(d) finalizing payment arrangements;</li> <li>(e) delivery arrangements;</li> <li>(f) the methodology for provision of related services; or</li> <li>(g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</li> </ul> |

|                                                                             |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                             | 38.2 | Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.                                                                                                                                                                                                                                                                         |
| <b>39. Procuring Agency's Right to reject All Bids</b>                      | 39.1 | Notwithstanding <b>ITB - 37</b> , the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.                                                                                                                                                                                                                                                                           |
|                                                                             | 39.2 | Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                             | 39.3 | The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.                                                                                                                                                                                                                                                                                                                                                                      |
| <b>40. Procuring Agency's Right to Vary Quantities at the Time of Award</b> | 40.1 | <b>Deleted</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>41. Notification of Award</b>                                            | 41.1 | Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                             | 41.2 | Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price). |
|                                                                             | 41.3 | The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with <b>ITB - 43</b> and signing of the contract in accordance with <b>ITB- 42.2</b> .                                                                                                                                                                                                                                                                          |
|                                                                             | 41.4 | Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB - 43</b> , the Procuring Agency 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 Bidders pursuant to <b>ITB - 18.7</b> .                                                                                                                                                                   |
| <b>42. Signing of Contract</b>                                              | 42.1 | Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.                                                                                                                                                                                                                                                                                                                                   |
|                                                                             | 42.2 | Immediately after the Redressal of grievance by the GRC, and <b>after fulfillment of all conditions' precedent</b> of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.                                                                                                                                                                                                                                                                                                                |
|                                                                             | 42.3 | Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>43. Performance Security (or Guarantee)</b>                              | 43.1 | After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the <b>BDS and SCC</b> , denominated in the type and proportions                                                                                                                                                                                                                                       |

|                                               |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                               |      | of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                               | 43.2 | <p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <ul style="list-style-type: none"> <li>a. certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>b. irrevocable letter of credit issued by a Scheduled bank 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;</li> <li>c. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</li> <li>d. surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p> |
|                                               | 43.3 | Failure of the successful Bidder to comply with the requirement of <b>ITB - 43.1</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>44. Advance Payment</b>                    | 44.1 | <b>The advance payment will not be provided</b> in the case                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                               | 44.2 | Deleted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>45. Arbitrator</b>                         | 45.1 | The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>46. Corrupt &amp; Fraudulent Practices</b> | 46.1 | 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 engaging in any corrupt and fraudulent practices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

## **G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**

|                                                |      |                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>47. Constitution of Grievance Redressal</b> | 47.1 | Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.                                                                   |
| <b>48. GRC Procedure</b>                       | 48.1 | Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline. |
|                                                | 48.2 | Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid, may lodge a written complaint concerning his grievances, not later than seven days of the announcement of evaluation report.                                                                                              |
|                                                | 48.3 | In case, the complaint is filed against the evaluation report, the GRC shall suspend the procurement proceedings.                                                                                                                                                                                                          |
|                                                | 48.4 | The complainant may raise the objection on any part of the evaluation report in case where single stage one envelope bidding procedure is adopted.                                                                                                                                                                         |

|  |       |                                                                                                                                                                                                         |
|--|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | 48.5  | The GRC, shall investigate and decide upon the complaint within ten days of its receipt.                                                                                                                |
|  | 48.6  | Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee. |
|  | 48.7  | The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.                                        |
|  | 48.8  | The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.                                           |
|  | 48.9  | The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.                         |
|  | 48.10 | The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.                                       |

## **H. MECHANISM OF BLACKLISTING**

|                                      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>49. Mechanism of Blacklisting</b> | 49.1 | <p>The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ol style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; and</li> <li>iii. Fails to abide by the bid securing declaration;</li> </ol> |
|                                      | 49.2 | The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.          |
|                                      | 49.3 | The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.                                                                                                                                                                                                                                                                                                                                                                     |
|                                      | 49.4 | In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorized representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.                                                                                                                                                    |
|                                      | 49.5 | In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.                                                                                                                                                                                                                                                                                            |
|                                      | 49.6 | The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.                                                                                                                                                                                    |

|  |       |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | 49.7  | The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.                                                                                                                                                             |
|  | 49.8  | The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.                                                                                                                                     |
|  | 49.9  | Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.                                             |
|  | 49.10 | The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition                     |
|  | 49.11 | The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit. |
|  | 49.12 | The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.                                                                                                       |

### **SECTION III: BID DATA SHEET (BDS)**

## Bid Data Sheet (BDS)

The following specific data for the goods to be procured and works to be carried out shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|-------------------|------------|--------------------------------------------------------------------------|
|-------------------|------------|--------------------------------------------------------------------------|

### A. Introduction

|    |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | 1.1     | <p><b>Name of Procuring Agency:</b><br/>Jamshoro Power Company Limited (JPCL), a company incorporated and existing under the laws of the Islamic Republic of Pakistan, having its principal place of business at Mohra Jabal, Dadu Road, Jamshoro, Pakistan.</p> <p><b>The subject of procurement is:</b><br/><br/>Design, Fabrication, Supply, Erection and Installation the Identification Double Sided Signboard (back-to-back) at the entrance of 660MW Coal Fired Power Plant, Jamshoro Site as given in Section-V “Schedule of Requirement” of Tender Document.</p> <p><b>Period for Delivery of Goods and completion of work:</b><br/>45 days after issuance of Work Order.</p> <p><b>Commencement Date for Delivery of Goods and execution of work:</b><br/><i>The commencement date will be reckoned from the date of placing of Work Order upon the Firm/Contractor.</i></p> <p><b>Type of Procurement:</b><br/><i>National competitive bidding Single Stage One Envelope (SSOE) procedure by using “Least Cost Based Selection (LCBS)” Technique.</i></p> |
| 2  | 2.1     | <p><b>Financial year for the operations of the Procuring Agency:</b><br/>2025-26</p> <p><b>Name of Project:</b><br/>660MW Coal Fired Power Plant, Jamshoro</p> <p><b>Name of financing institution:</b><br/>Procuring Agency’s own resources</p> <p><b>Name and identification number of the Contract:</b><br/>No. TNCB-22/Signboard/CFPP/JPCL/2025</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3. | 3.1     | <p><b>Joint venture, consortium or association</b><br/><b><i>NOT ALLOWED</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4. | 3.2/3.6 | <p><b>Eligible Bidders have the same meaning as per ITB 3.</b><br/><i>Bidding is open to all firms and contractors meeting requirements and satisfying all relevant licensing and/or registration with the appropriate</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|    |     |                                                                                |
|----|-----|--------------------------------------------------------------------------------|
|    |     | statutory bodies in Pakistan as required in Section-V Schedule of Requirement. |
| 5. | 4.1 | <b>Ineligible country(ies) is or are</b> <i>India and Israel</i>               |

### B. Bidding Documents

|    |     |                                                                                                                                                                                                                                                                                                                                                                      |
|----|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. | 7.2 | <b>The number of documents to be completed and returned is</b><br><i>Uploading on EPADS the Bid and Scanned Copy of Bid Security; Original Bid Security and Original Bid copy must be submitted to PA for the purpose of reference &amp; record. In case of any discrepancy, EPADS shall prevail.</i>                                                                |
| 7. | 8.1 | <b>The address for clarification of Bidding Documents is</b><br>EPADS                                                                                                                                                                                                                                                                                                |
|    | 8.5 | <b>Pre-bid meeting/Site visit will be held:</b><br><i>Pre -bid meeting will take place at 1130 Hrs. on Wednesday, 19 November 2025 at JPCL Conference Room, 1<sup>st</sup> Floor, Main Admin Building, Mohra Jabal, Sehwan-Dadu Road, Indus Highway, TPS Jamshoro <b>and can be joined through Zoom, the link of which shall be shared through JPCL website.</b></i> |
| 8. | 9.2 | <b>Amendment of bidding document:</b><br><i>The PA reserves right to amend the Tender Document in the light of clarifications/comments received from the Bidders and will give reasonable time to bidders to attend the addendum. Any Addendum/Amendment will be placed/uploaded at the JPCL website/EPADS</i>                                                       |

### C. Preparation of Bids

|     |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.  | 10.1     | <b>The Language of all correspondences and documents related to the Bid is:</b> English                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 10. | 11.1 (f) | <b>In addition to the documents stated in ITB-11, the necessary Documents/Certification/Authorization if desired by the Government Agencies must be included with the Bid.</b><br>In addition to the documents stated in ITB 11, the following documents must be included with the Bid <ul style="list-style-type: none"> <li>• Covering Letter</li> <li>• Scanned copy of Original Bid Security uploaded on EPADS and Original submitted with PA within submission deadlines.</li> <li>• One sealed hard copy of Bidding Document for ease of evaluation and reference &amp; record</li> <li>• Power of Attorney, if any</li> <li>• Documents establishing bidder's Eligibility and Qualification information.</li> <li>• Documents establishing conformity of work to the bidding documents</li> </ul> |
| 11. | 12.3 (c) | <b>Other procurement specific documentation requirements are:</b> <ul style="list-style-type: none"> <li>• <i>Profile of the firm/ company, etc.</i></li> <li>• <i>Work Plan &amp; Schedule (Detailed construction timelines and methodology)</i></li> <li>• <i>Material Test Reports (Quality assurance certificate) etc.</i></li> <li>• <i>Safety Plan (worker safety measures etc.)</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                    |

|     |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12. | 13.3 (b)               | <b>The Qualification Criteria required is mentioned at</b><br><i>“Section V Sub-section- Qualification Criteria</i>                                                                                                                                                                                                                                                                                                                 |
| 13. | 15.6 (a-iii)<br>(a-iv) | <i>The supply will be delivered and installed at CFPP Jamshoro as per requirement of Employer</i>                                                                                                                                                                                                                                                                                                                                   |
| 14. | 15.8                   | <i>The price shall be fixed throughout the performance of the supply and work under the Work Order.</i>                                                                                                                                                                                                                                                                                                                             |
| 15. | 16.1 (a)               | <b>The currency of the Bid shall be:</b><br><i>Pakistani Rupee</i>                                                                                                                                                                                                                                                                                                                                                                  |
| 16. | 17.1                   | <b>The Bid Validity period shall be:</b><br><i>Sixty (60) days from the date of opening of Bid.</i>                                                                                                                                                                                                                                                                                                                                 |
| 17. | 18.1                   | <b>The amount of Bid Security shall be:</b><br><i>5% of estimated cost in favor of Chief Executive Officer, Jamshoro Power Company Limited and scanned copy uploaded on EPADS and Original submitted with PA on or before the deadline of submission of bid. The bid security shall remain valid twenty-eight (28) days after the bid validity period.</i><br><br><i>The currency of the Bid Security shall be: Pakistani Rupee</i> |
| 18. | 18.3                   | <b>The Bid Security shall be in the form of:</b><br><i>CDR (Call Deposit Receipt), Pay Order, or Bank Guarantee.</i>                                                                                                                                                                                                                                                                                                                |
| 19. | 19.1                   | <b>Alternative Bids to the requirements of the Bidding Documents will not be permitted.</b>                                                                                                                                                                                                                                                                                                                                         |
| 20. | 21.1                   | <b>The number of copies of the Bid to be completed and returned shall be</b><br><i>Bid must be uploaded on EPADS and Original submitted with PA. In case of any discrepancy, EPADS shall prevail</i>                                                                                                                                                                                                                                |
| 21. | 21.2                   | <b>Written confirmation of authorization is:</b><br><i>Authority Letter of the Bidder, CNIC No., Cell. No. Address and the identification deemed necessary by the Procuring Agency.</i>                                                                                                                                                                                                                                             |

#### D. Submission of Bids

|     |          |                                                                                                                                                                                                                                                                                                                                                                                        |
|-----|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 22. | 22.2 (a) | <b>Bid shall be submitted:</b><br><i>Uploaded on EPADS and Bid Security and Original Copy of Bid shall be submitted to Office of Project Director PIU, Jamshoro Coal Fired Power Project, Mohra Jabal, Dadu Road, Indus Highway, Jamshoro, Sindh-Pakistan with Statement “DO NOT OPEN BEFORE DEADLINE”</i>                                                                             |
| 23. | 22.2 (b) | <b>Title of the subject Procurement:</b><br><i>Design, Fabrication, Supply, Erection and Installation the Identification Double Sided Signboard (back-to-back) at the entrance of 660MW Coal Fired Power Plant, Jamshoro Site as given in Section-V “Schedule of Requirement” of Tender Document</i><br><b>ITB title and No:</b><br><i>Tender No. TNCB-22/Signboard/CFPP/JPCL/2025</i> |

|     |      |                                                                                                                               |
|-----|------|-------------------------------------------------------------------------------------------------------------------------------|
|     |      | <b>Time and date for Collection of Tender Document:</b><br>From Wednesday, 12-11-2025 to Thursday, 27-11-2025 up to 1630 Hrs. |
| 24. | 23.1 | <b>The deadline for Bid submission is</b><br>1. Day: Friday<br>2. Date: 28-11-2025<br>3. Time: 11:00 Hrs.                     |

#### E. Opening and Evaluation of Bids

|     |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25. | 26.1        | <b>The Bid opening shall take place at:</b><br><i>JPCL Conference Room, 1<sup>st</sup> Floor, Main Admin Building TPS, Mohra Jabal, Dadu Road, Indus Highway, Jamshoro.</i><br>Day: Friday<br>Date: 28-11-2025<br>Time: 11:30 Hrs.<br><br><i>In case of any gazetted holiday, unforeseen reasons, unrest or force majeure, or gazetted holiday which may cause delay on the bid opening date, the bids shall be opened on the next working day at the same place and time.</i> |
| 26. | 26.6        | <i>The Procuring Agency will open the Proposal(s) in public at the specified address, date and time in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings.</i>                                                                                                                                                                                                                       |
| 27. | 33.5 (b)(i) | <b>Delivery schedule and completion of work</b><br>45 days from the date of placement of Work Order                                                                                                                                                                                                                                                                                                                                                                            |
| 28. | 33.5 (f)    | <b>Warranty</b> <i>Standard Warranty as per Manufacturer or as per Market practices, which one be higher but not less than one year, will be provided free of cost.</i>                                                                                                                                                                                                                                                                                                        |
| 29. | 33.5 (g)    | <i>The bidder will ensure the guaranteed performance of Signboard as mentioned in Schedule of Requirement and in case of any nonconformance, the same will be replaced/repared with same or higher quality without incurring an additional cost to Procuring Agency during warranty period.</i>                                                                                                                                                                                |
| 30. | 33.5 (h)    | <b>Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications:</b><br><br><i>The evaluation shall be carried out only on <b>Least Cost Based Selection (LCBS)</b>, the Cost offered in the “<b>Form of Bid Price</b>” given in Section VI-Standard Forms, shall be considered in financial evaluation and determination of “the Most Advantageous Bidder”</i>                                          |
| 31. | 34.1        | <i>The margin of Domestic preference will not be granted as Tender is on National Competitive Bidding (NCB)</i>                                                                                                                                                                                                                                                                                                                                                                |

|     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 32. | 35   | <p><b>Evaluation Techniques</b></p> <p><b>Least Cost Based Selection (LCBS)</b></p> <p>After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (drawings/ design/ technical specifications /requirements and/or requisite qualifying criteria “PASS/FAIL”, shall be evaluated for Technical Responsiveness and the lowest evaluated cost, shall be considered highest ranked bid (The most Advantageous Bid)</p> <p>i) <i>The evaluation criteria shall be based on conformity to technical specifications, eligibility criteria, qualification criteria and the lowest bid price quoted in the bidding document.</i></p> <p>ii) <i>The “qualification criteria” is set as “PASS/FAIL” in each category. Failure to such qualification will render the bidder ineligible or disqualified.</i></p> <p>iii) <i>100% conformity to “eligibility criteria” and “technical specifications are mandatory”.</i></p> <p>iv) <i>The bids of the bidders who qualify the qualification criteria and has passed the mandatory requirement of eligibility and technical specifications, and has offered the lowest price, as per scope of supply and work as defined at “Schedule of Requirements” of this Bidding Document, will be declared as “Most Advantageous Bidder” as defined or described in prevailing PPRA Rules.</i></p> |
| 33. | 36.1 | <p><b>Post Qualification:</b></p> <p><i>Parameters set out in Qualification Criteria shall be sustainable and maintainable throughout execution of the contract.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

#### F. Award of Contract

|     |      |                                                                                                                                                                                                                |
|-----|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 33. | 43.1 | <p><b>The Performance Security (or guarantee) shall be:</b></p> <p><i>The amount (in PKR) equal to 10% of the Contract value will be obtained as Performance Security (or Guarantee)</i></p>                   |
| 34. | 43.2 | <p><b>The Performance Security (or guarantee) shall be in the form of:</b></p> <p>CDR /Bank Guarantee enforceable in Pakistan for entire contract period up to Defects Notice Period “DNP”/Warranty Period</p> |

#### G. Review of Procurement Decisions

|     |      |                                                                                                                                                                                                                                                                                                                                                                                |
|-----|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 36. | 47.1 | <p><b>The address of the JPCL</b></p> <p><i>Office of the Chief Executive Officer, Mohra Jabal, Dadu Road, Jamshoro</i></p> <p><b>The Address of PPRA to submit a copy of grievance:</b><br/> <i>Grievance Redressal Appellate Committee,<br/> Public Procurement Regulatory Authority<br/> 1<sup>st</sup> Floor, G-5/2, Islamabad, Pakistan<br/> Tel.: +92-51-9202254</i></p> |
| 37. | 49   | <p><b>Mechanism of Blacklisting:</b></p> <p><i>The mechanism of Blacklisting has the same meaning as per ITB -49 and shall be applicable.</i></p>                                                                                                                                                                                                                              |

## **SECTION IV. ELIGIBLE COUNTRIES**

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

**SECTION V**  
**SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS**

1. **SCHEDULE OF REQUIREMENT** (Scope of Supply and Work)
2. **ELIGIBILITY AND QUALIFICATION CRITERIA**
3. **EVALUATION CRITERIA**

## **SCHEDULE OF REQUIREMENTS**

The Procuring Agency as defined in the Bidding Data (**“Jamshoro Power Company Limited Jamshoro”**) wishes to receive Bids for the Works summarized in the Bidding Data

The bidder shall closely study specifications in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer the whole Works based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer will award the whole of the work to the lowest substantial responsive bidder. Any Bid covering partial scope of work will be rejected as non-responsive.

**All duties, taxes (15% SST-SRB) & Stamp duty @0.35% of estimation, shall be payable by the bidder/Contractor under the Contract.**

All investments, operating expenses, incidentals, insurance, overheads, carriages, tools and plants etc. as may be required upon execution and completion of works, shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which are notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid, shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

### **1. Scope of Supply and Work:**

Jamshoro Power Company Limited (JPCL) intends to engage a competent Contractor for the **Design, Fabrication, Supply, erection and Installation of Signboards** at its premises. The work shall be executed strictly in accordance with the approved drawings, specifications, and instructions of the Employer/Engineer.

The Contractor shall be fully responsible for the complete execution of the work, including procurement of all materials, labor, tools, equipment, and services necessary for design, fabrication, transportation, erection, installation and finishing. All work shall conform to the highest standards of quality, safety, and aesthetics as required by JPCL.

The scope shall include, but not be limited to, the following activities:

“For design, fabrication, supply, erection, installation, painting and finishing of Identification Double Sided Signboard (back-to-back) at designated place of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro”

#### **1.1 Design**

- Preparation of detailed design and layout drawings, including dimensions, structural details, foundation design, and lettering layout.
- Incorporation of the Employer’s logo, color scheme, and text content as directed.
- Submission of drawings for review and approval prior to fabrication.

## **1.2 Fabrication**

- Fabrication of signboard structures using approved materials such as Mild Steel of 22 gauge.
- Surface preparation, anti-corrosive treatment, and application of weather-resistant paint or powder coating.
- Ensuring proper welding, alignment, and smooth finishing in accordance with specifications.

## **1.3 Supply and Transportation**

- Supply of all necessary materials, fittings, fasteners, and accessories required for complete installation.
- Safe loading, transportation, and unloading materials to the designated site.
- The Contractor shall be responsible for any loss or damage during transit.

## **1.4 Installation**

- Installation of signboards at approved locations, including excavation, construction of reinforced concrete foundation, grouting, anchoring, leveling, and alignment of double sided signboard (back-to-back) at the designated location
- Provision of all tools, equipment, and skilled labor required for proper installation.
- Coordination with the Employer's representative for inspection and approval during various stages of installation.

## **1.5 Testing and Finishing**

- Verification of alignment, stability, and finishing quality of all signboards.
- Final cleaning, touch-up, and restoration of site conditions after completion.

## **1.6 Documentation and Handover**

- Submission of as-built drawings, warranty certificates, and maintenance instructions.
- Joint inspection and final acceptance by JPCL upon satisfactory completion of work.

## **1.7 Responsibilities of the Contractor**

- The Contractor shall execute the work entirely at their **own risk and cost**, ensuring compliance with all safety standards and statutory regulations.
- Any defect or deficiency observed during the **Defect Liability Period/warranty period** shall be rectified by the Contractor without any additional cost to JPCL.

The Contractor shall comply with all applicable **labor laws, environmental requirements, and workplace safety regulations** during execution.

## **1.8 Responsibilities of the JPCL**

JPCL shall be responsible for provision of Mobile Crane and Lifter on need basis during the execution of work

## **Location of Work**

660 MW Coal-Fired Power Plant,  
Jamshoro Power Company Limited (JPCL),  
Main Indus Highway, Jamshoro, Sindh, Pakistan.

## 2. TECHNICAL SPECIFICATIONS AND MATERIAL REQUIREMENTS

### 2.1 General Requirements

All materials should be new and of first-class quality, suitable for outdoor industrial conditions.

### 2.2 Structural Frame

Material: MS Sheet 22 gauge

Member Sizes: As per approved drawing (typical 16×8×22 Rft Rectangular Hollow Section (RHS)).

Surface Treatment: Red oxide primer and two finish coats of enamel paint.

### 2.3 Signboard Panel

Material: 6 mm MS sheet.

Reflective Film: ASTM D4956 Type IV or better.

Lettering/Logo: Computer-cut vinyl or printed reflective film as per approved artwork.

### 2.4 Foundation and Civil Works

Concrete: 1:2:4 or 1:1.5:3 mix with Grade 60 reinforcement.

Anchor Bolts: 20 mm dia galvanized/as per work requirement

Grouting: Non-shrink cementitious grout under base plates.

### 2.5 Painting and Finishing

Primer: Red oxide zinc chromate, two coats.

Finish Paint: Synthetic enamel or PU paint, two coats.

Color: As per approved design.

### 2.6 Installation & Erection

The structure shall be erected in alignment, able to withstand wind load of 150 km/h, and worksite restored after completion.

### 2.7 Inspection and Testing

Employer may inspect work prior to dispatch; final acceptance after installation.

### 2.8 Documentation and Handover

Contractor to provide as-built drawings, material certificates, and maintenance instructions.

### 2.9 Warranty

The Contractor shall guarantee workmanship and materials for 12 months after completion

| Item            | Description                                                         |
|-----------------|---------------------------------------------------------------------|
| Board Size      | Approx. 16 ft (L) × 8 ft (W) x 22 ft (H) or as directed by Engineer |
| Material        | MS frame with powder coating                                        |
| Text & Graphics | Vinyl cut or printed UV-resistant film                              |
| Foundation      | RCC or steel frame with anti-corrosive coating                      |
| Finish          | Weatherproof, corrosion-resistant, high durability                  |

## WORK REQUIREMENT/BILL OF WORKS

### ABSTRACT OF QUNTIY & COST

| S.NO | NAME OF WORK                                                                                                                                                       | UNIT   | QTY   | RATE<br>Rs.        | AMOUNT<br>Rs.     |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|--------------------|-------------------|
| 01.  | Supply of MS pipe (150MM) 6" DIA<br>(WCSR-22(382)                                                                                                                  | RM     | 12.97 | 5242.00            | 67,989.00         |
| 02.  | Supply and fixing of plain<br>Galvanized iron sheet (22 gauge)<br>(WCSR-2022 8/3-10                                                                                | SQM    | 23.79 | 4819.51            | 114,656.00        |
| 03.  | Supply of C channel (50x75x50<br>MM)<br>(WCSR-2022 P-5-3(6)                                                                                                        | RFT    | 216   | 190.00             | 41,040.00         |
| 04.  | Cutting, welding, and fabrication<br>work completes in all respect<br>(only pipe & channels)<br>(RA. APPROVE)                                                      | KG     | 1509  | 105.00             | 158,445.00        |
| 05.  | Excavation (Shingle gravel &<br>information)<br>(WCSR-2022 (1-5b)                                                                                                  | M      | 17.84 | 805.39             | 14,368.00         |
| 06.  | Cement concrete plain 1:2:4<br>(WCSR-2022 5-1(2b)                                                                                                                  | M      | 5.43  | 10,273.9           | 55,787.00         |
| 07.  | Complete painting work with the<br>picture of Coal Fired Power Plant<br>JPCL with Monogram, reflecting font,<br>with special reflector paper & also<br>waterproof. | 01 JOB | 01    | 170,000.00         | 170,000.00        |
|      |                                                                                                                                                                    |        |       | <b>Total</b>       | <b>622,285.00</b> |
|      |                                                                                                                                                                    |        |       | <b>Add SRB 15%</b> | <b>93,343.00</b>  |
|      |                                                                                                                                                                    |        |       | <b>Grand Total</b> | <b>715,728.00</b> |

### Supplementary Information

The contractors are persuaded to take care of item rates while quoting the rates. These are WAPDA schedule rates notified in 2022. The item rates may be quoted below or above, but the cost will be considered aggregate of all items.

### Delivery Schedule

- Completion period: 45 **calendar days** from the date of Work Order.
- Installation must be coordinated with the Employer's site representative.
- 

### General Conditions

- Bidders must ensure site safety and obtain necessary permits before installation.
- Any damage to property during installation shall be the bidder's responsibility.
- Taxes shall be deducted as per Government rules.

## 2. ELIGIBILITY AND QUALIFICATION CRITERIA

### 2.1 ELIGIBILITY (Legal requirements)

| Legal Requirements                                                                                                | Compliance |
|-------------------------------------------------------------------------------------------------------------------|------------|
| On Active Taxpayers List of FBR and SRB                                                                           | Mandatory  |
| Sindh Sales Tax Registration Certificate of SRB                                                                   | Mandatory  |
| NTN Registration Certificate                                                                                      | Mandatory  |
| Firm is not Blacklisted                                                                                           | Mandatory  |
| Bid Validity as per BDS i.e. 60 days                                                                              | Mandatory  |
| Bid security CDR (Original), Pay Order/unconditional Bank Guarantee enforceable in Pakistan to be placed with bid | Mandatory  |
| NOTE: Any firm which is not able to furnish mandatory document will be considered disqualified                    |            |

### 2.2 QUALIFICATION CRITERIA

*(The bidders must qualify in each category and are required to fill the relevant form and attach evidence against each statement where necessary to "PASS/FAIL")*

JPCL intends to invite bids from experienced and capable contractors who are either directly engaged in the **design, fabrication, and supply of signboards** or can undertake such work from the market at their **own risk and cost** while ensuring full responsibility for quality, performance, and timely completion.

The bidders must meet the following minimum qualification requirements:

#### 2.1 Experience of Contractor (or his sub-contractor)

- The bidder or his sub-contractor shall have successfully completed at least **two (2) similar assignments** involving the design, fabrication, and installation of signboards, structural steel works, or display structures during the last **five (5) years**.
- Documentary evidence such as copies of Work Orders, Completion Certificates, or Performance Certificates issued by clients shall be submitted.

#### 2.2 Technical Capability

- The bidder or his sub-contractor shall possess sufficient technical resources, equipment, and qualified personnel to perform the work as specified.
- In case the bidder intends to subcontract fabrication or supply activities, full details of the proposed subcontractor/fabricator must be provided.
- The bidder shall remain fully responsible for the quality, performance, and timely completion of the entire scope of work, whether executed directly or through any third party.

#### 2.3 Financial Capacity

- The bidder must demonstrate adequate financial strength to undertake the work at their own risk and cost.
- Audited financial statements for the last **three (3) years** or a valid bank certificate indicating financial soundness shall be submitted in support.

#### 2.4 Legal and Tax Compliance

- The bidder must be a registered firm or company under the laws of Pakistan.

- The bidder shall hold valid registration with the Federal Board of Revenue (FBR) for Income Tax and Sindh Sales Tax (SST) with the Sindh Revenue Board (SRB).
- Copies of valid registration certificates and an Active Taxpayer List (ATL) status **printout** shall be provided.

## 2.5 General

- JPCL reserves the right to verify the authenticity of any document or information submitted by the bidder.
- Any misrepresentation or false information may result in rejection of the bid.
- Bidder must have technical staff and equipment necessary for fabrication and installation work.
- All materials and workmanship shall conform to relevant ASTM/BS/PS standards.
- Employer reserves the right to inspect the works at bidder's premises before dispatch.
- Successful bidder shall furnish Performance Security @10% of Contract Price valid until completion and DLP/warranty period.

## Qualification Criteria: Pass/Fail

| Sr. | Criteria             | Requirement                                                                                     | Supporting Evidence                   | Pass/Fail |
|-----|----------------------|-------------------------------------------------------------------------------------------------|---------------------------------------|-----------|
| 1   | Legal Status         | Registered firm/company with NTN & SST                                                          | Copies of NTN, SST certificates       |           |
| 2   | Blacklisting         | Bidder shall not be blacklisted by any government or semi-government organization.              | Undertaking on notarized paper        |           |
| 2   | Experience           | Minimum 3 years in fabrication/installation of Signboards                                       | Work orders / completion certificates |           |
| 3   | Similar Projects     | At least 2 similar projects completed in last 5 years each worth not less than PKR 0.3 million. | Documentary proof                     |           |
| 4   | Technical Capability | Own or leased fabrication facility and skilled manpower                                         | List, photos, or equipment details    |           |
| 5   | Financial Soundness  | Annual turnover $\geq$ PKR 1.0 million                                                          | Bank or financial statement           |           |
| 6   | Delivery & Warranty  | Completion within 45 days and 12-month warranty                                                 | Written undertaking                   |           |
| 7   | Compliance           | Must comply with specifications and safety rules                                                | Acceptance letter                     |           |

*In order to substantiate the above qualification, the bidders must submit requisite information /certificates from clients (end-user certificates) for all number of projects specified above. A failure or omission of submitting the certificates at the first instance, shall be considered a minor, non-material omission and shall be subject to clarification. The bidder must submit the necessary documents within the stipulated time.*

### **3. EVALUATION CRITERIA**

*[The Procuring agency/Employer shall evaluate the bids in accordance with predefined evaluation and qualification criteria mentioned in this document. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in the Bidding Forms.]*

#### **EVALUATION:**

Bids will be evaluated on lowest evaluated responsive basis (single stage – single envelope procedure) considering:

- Compliance with qualification criteria
- Conformity to technical specifications
- Reasonableness of quoted price
- Delivery schedule

#### **Assessment of adequacy of Technical Proposal with Requirements**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section-V "Works Requirements".

#### **Award Criteria for Package:**

Bidders are required to submit a proposal for the entire package. The evaluation of bids will be conducted for whole package. The package will be treated as a single entity during the evaluation process. The contract will be awarded to the Bidder offering the most advantageous bid to the Procuring agency/Employer for whole package, subject to the selected Bidder meeting the required eligibility & qualification criteria. The evaluation of such combined lots typically follows a well-defined process to ensure transparency, fairness, and compliance with PPRA regulations. Below is an evaluation criterion for the whole package, state explicitly that bids will be evaluated on a whole package basis and partial bids for individual items will not be entertained.

#### **Evaluation Process**

##### **(a) Technical Evaluation**

Evaluation of the technical compliance of bids against the criteria mentioned in the bidding document may include conformance to specifications for all items in the package. The evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid: "Eligibility and Qualification Criteria"

The bids that fail to meet technical criteria for any item in the combined package will be rendered to be disqualified.

##### **(b) Financial Evaluation**

Evaluation of technically qualified bids only

Calculation of the total package cost by summing up the prices of all items in the lot. The evaluation focuses on the combined total cost rather than individual item costs. Apply any discounts or adjustments offered by bidders for the combined lot. The package is evaluated as a whole, and one bidder is awarded the entire package.

#### **Lowest Evaluated Bidder Selection**

The contract award will be to the bidder, offering the lowest evaluated cost for the entire package, provided the bid meets all other requirements of eligibility, technical responsiveness and qualifications.

## SECTION VI: STANDARD BIDDING FORMS

### (Single Stage One Envelope Procedure)

#### Table of Forms

| SN                                                                 | Form No. | Description                                                                                            | Proposal Part      |
|--------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------|--------------------|
| <b>Forms T1 to T-16 are to be enclosed with Technical Proposal</b> |          |                                                                                                        |                    |
| 1.                                                                 | Form T-1 | Form of Bid -along with <b>Annexure of Technical Proposal</b>                                          | Technical Proposal |
| 2.                                                                 | Form T-2 | Bidder Information Form                                                                                | Technical Proposal |
| 3.                                                                 | Form T-3 | Contractor's Representative and Key Personnel                                                          | Technical Proposal |
| 4.                                                                 | Form T-4 | Average Annual Turnover                                                                                | Technical Proposal |
| 5.                                                                 | Form T-5 | General Construction Experience                                                                        | Technical Proposal |
| 6.                                                                 | Form T-6 | Specific Construction and Contract Management Experience                                               | Technical Proposal |
| 7.                                                                 | Form T-7 | Form of Bid Security (no need in case of Pay order / CDR)                                              | Technical Proposal |
| 8.                                                                 | Form T-8 | Affidavit for Bidder's Blacklisting / Eligibility Status                                               | Technical Proposal |
| 9.                                                                 | Form T-9 | Power of Attorney                                                                                      | Technical Proposal |
| <b>Forms F1 &amp; F2 to be enclosed with Financial Proposal</b>    |          |                                                                                                        |                    |
| 10.                                                                | Form F-1 | Letter of Bid - Financial Proposal                                                                     | Financial Proposal |
| 11.                                                                | Form F-2 | Bill of Quantities<br><br>Please Fill in Bill of Quantities and should be attach in Financial Proposal | Financial Proposal |

## 1. Form of Bid

Date:

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents (TNCB-22/Signboard/ CFPP/JPCL / 2025) including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *[Supply and Instillation of MS Double Sided Signboard (back-to-back) Size: 16'x8'x22' Painting background with Reflective Fonts, Monogram and Project Picture at Main Gate of 660 MW CFPP Jamshoro]* in conformity with the said Bidding Documents for the sum of *[total Bid Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming [Jamshoro Power Company Limited], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have **conflict of interest** with reference to ITB Clause 3.7.

We agree to abide by this Bid for the Bid Validity Period specified in ITB **17.1 & BDS 17**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Name) \_\_\_\_\_ [signature]  
[in the capacity of]

**Duly authorized to sign Bid for and on behalf of \_\_\_\_\_**

## **T-2 Bidder Information Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below.  
No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

**RFB No.:** TNCB-22/Signboard/CFPP/JPCL/2025

**Title of Procurement:** *"Supply and Instillation of MS Double Sided Signboard (back-to-back) Size: 16'x8'x22' Painting background with Reflective Fonts, Monogram and Project Picture at Main Gate of 660 MW CFPP Jamshoro as per Schedule of Requirement, Section-V of the Tender Document"*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Bidder's Name <i>[insert Bidder's legal name]</i>                                                                                                                                                                                                                                                                                                                                                                                           |
| 2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>                                                                                                                                                                                                                                                                                                                                                   |
| 3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>                                                                                                                                                                                                                                                                                                                             |
| 4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>                                                                                                                                                                                                                                                                                                                                                                |
| 5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>                                                                                                                                                                                                                                                                                                                              |
| 6. Bidder's Authorized Representative Information<br><br>Name: <i>[insert Authorized Representative's name]</i><br><br>Address: <i>[insert Authorized Representative's Address]</i><br><br>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i><br><br>Email Address: <i>[insert Authorized Representative's email address]</i>                                                                            |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i><br><br><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.<br><br><input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency in case of subsidiaries] |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.                                                                                                                                                                                                                                                                                                                                          |

### T-3 Contractor's Representative and Key Personnel

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using this Form below for each candidate.

#### Contractor's Representative and Key Personnel:

|           |                                                  |                                                                                                   |
|-----------|--------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>1.</b> | <b>Title of position:</b>                        |                                                                                                   |
|           | <b>Name of candidate:</b>                        |                                                                                                   |
|           | <b>Duration of appointment:</b>                  | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|           | <b>Time commitment: for this position:</b>       | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|           | <b>Expected time schedule for this position:</b> | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| <b>2.</b> | <b>Title of position:</b>                        |                                                                                                   |
|           | <b>Name of candidate:</b>                        |                                                                                                   |
|           | <b>Duration of appointment:</b>                  | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|           | <b>Time commitment: for this position:</b>       | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|           | <b>Expected time schedule for this position:</b> | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| <b>3.</b> | <b>Title of position:</b>                        |                                                                                                   |
|           | <b>Name of candidate:</b>                        |                                                                                                   |
|           | <b>Duration of appointment:</b>                  | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|           | <b>Time commitment: for this position:</b>       | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|           | <b>Expected time schedule for this position:</b> | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| Project                       | Role                                              | Duration of involvement | Relevant experience                                        |
|-------------------------------|---------------------------------------------------|-------------------------|------------------------------------------------------------|
| <i>[main project details]</i> | <i>[role and responsibilities on the project]</i> | <i>[time in role]</i>   | <i>[describe the experience relevant to this position]</i> |
|                               |                                                   |                         |                                                            |
|                               |                                                   |                         |                                                            |
|                               |                                                   |                         |                                                            |

#### **T-4 Average Annual Turnover**

Bidder's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|                                 |                                                  | Annual turnover data |                |
|---------------------------------|--------------------------------------------------|----------------------|----------------|
| Year                            | Amount<br>Currency                               | Exchange rate        | PKR equivalent |
| <i>[indicate<br/>year]</i>      | <i>[insert amount and indicate<br/>currency]</i> |                      |                |
|                                 |                                                  |                      |                |
|                                 |                                                  |                      |                |
|                                 |                                                  |                      |                |
|                                 |                                                  |                      |                |
| Average<br>Annual<br>Turnover * |                                                  |                      |                |

\* See Section V, Evaluation and Qualification Criteria.

## **T-5 General Construction Experience**

Bidder's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

| Starting Year | Ending Year | Contract Identification                                                                                                                                   | Role of Bidder |
|---------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|               |             | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of PA: _____<br>Address: _____ |                |
|               |             | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of PA: _____<br>Address: _____ |                |
|               |             | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of PA: _____<br>Address: _____ |                |

## **T-6 Specific Construction and Contract Management Experience**

Bidder's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

| <b>Similar Contract No.</b>                                                         | <b>Information</b>                        |                                                |                                         |
|-------------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------------|-----------------------------------------|
| Contract Identification                                                             |                                           |                                                |                                         |
| Award date                                                                          |                                           |                                                |                                         |
| Completion date                                                                     |                                           |                                                |                                         |
| Role in Contract                                                                    | Prime Contractor <input type="checkbox"/> | Management Contractor <input type="checkbox"/> | Sub-contractor <input type="checkbox"/> |
| Total Contract Amount                                                               |                                           | PKR equivalent                                 |                                         |
| If member in a JV or sub-contractor, specify participation in total Contract amount |                                           |                                                |                                         |
| PA's Name:                                                                          |                                           |                                                |                                         |
| Address:                                                                            |                                           |                                                |                                         |
| Telephone/fax number                                                                |                                           |                                                |                                         |
| E-mail:                                                                             |                                           |                                                |                                         |
| <b>Similar Contract No.</b>                                                         | <b>Information</b>                        |                                                |                                         |
| Description of the similarity in accordance                                         |                                           |                                                |                                         |
| 1. Amount                                                                           |                                           |                                                |                                         |
| 2. Physical size of required works items                                            |                                           |                                                |                                         |
| 3. Complexity                                                                       |                                           |                                                |                                         |
| 4. Methods/Technology                                                               |                                           |                                                |                                         |
| 5. Construction rate for key activities                                             |                                           |                                                |                                         |
| 6. Other Characteristics                                                            |                                           |                                                |                                         |

**T-7 Form of Bid Security**  
**(Bank Guarantee)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. No need of this form if Security Amount will be submitted in shape of CDR / Pay Order]*

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary: Jamshoro Power Company Limited (JPCL), Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro**

**No.: TNCB-22/Signboard/CFPP/JPCL/2025**

**Title of Procurement: “For Design, Fabrication, Supply, erection and Installation of Identification Double Sided Signboard (back-to-back) at entrance of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro”**

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of **“For Design, Fabrication, Supply, erection and Installation of Identification Double Sided Signboard (back-to-back) at entrance of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro”** under Request for Bids No. **T TNCB-22/Signboard/CFPP/JPCL/2025\_** (“the RFB”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **Rs.xxx/-** (in words Rupees: xxx only) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

---

[Signature(s)]

*Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

## **T-8 Affidavit for Bidder's Blacklisting / Eligibility Status**

*[The Bidder shall attach original affidavit duly authenticated by the relevant government agency on stamp paper of at least PKR 200/-]*

ITB No: **TNCB-22/Signboard/CFPP/JPCL/2025**

Title: ***"For Design, Fabrication, Supply, erection and Installation of Identification Double Sided Signboard (back-to-back) at entrance of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro"***

Bidder: [Name of Applicant / Entity]

Jamshoro Power Company Limited

Mohra Jabal, Dadu Road, Jamshoro, Sindh, Pakistan.

Date:

We, [name of the Bidder] registered under incorporation / registration number [•] under the laws of [•], (the "**Bidder**"), do hereby solemnly declare and submit this undertaking of eligibility that we have not been blacklisted by the Government of Pakistan as of the date of the submission of the Bid.

We also solemnly declare that we have not been declared ineligible/blacklisted by any Governmental/Semi-Governmental agency/department including any of its employer(s) / client(s) till date due to the reasons including but not limited to corrupt practices influencing the Procuring Agency in evaluation of the Bids or contract award decisions etc.

We also solemnly declare that we will continue to be eligible for the Bidding for this Plant in accordance with the Bidding Documents and shall notify the Procuring Agency immediately, in writing, of any change in the structure, formation, personnel or qualifications reflected in our Bid for Bidding that could affect our eligibility under the Bidding Document.

We acknowledge and accept that failure to notify the Procuring Agency of such changes in a timely manner may result in disqualification at any point in time.

We also understand that all capitalized but undefined terms shall have the meaning given to such terms under the Bidding Documents **TNCB-22/Signboard/CFPP/JPCL/2025**

Very truly yours,

*[Name of authorized signatory] [Signature of authorized signatory] [Seal of the Company]*

**Witnesses by:**

**1** Signature

**2** Signature

Name:

Name:

Address:

Address:

CNIC/Passport No.

CNIC/Passport No.

## T-9 Power of Attorney

*[The Bidder shall attach original affidavit duly authenticated by the relevant government agency on stamp paper of at least PKR 200/-]*

**KNOWN BY ALL THAT** by this Power of Attorney [*insert name of Bidder*] (the “**Bidder Company**”) having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Bidder Company, hereinafter referred to as the attorney, to sign the Bid, the ancillary documents, the Acceptance of Notice of Award and the Contract for supply of Complete Unit of Firefighting Vehicle (if awarded the Notice of Award) and to act for and on behalf of the Bidder Company and to bind the Bidder Company in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto.

The Bidder Company does hereby ratify & confirm whatever the attorney shall do by virtue of these presents.

**Specimen signature of Mr.** [*name of the nominee*]

**Specimen signature of Mr.** [*name of the nominee*]

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

Designation:

Company:

### **Witnesses**

|   |                   |       |   |                   |       |
|---|-------------------|-------|---|-------------------|-------|
| 1 | Signature         | _____ | 2 | Signature         | _____ |
|   | Name:             | _____ |   | Name:             | _____ |
|   | Address:          | _____ |   | Address:          | _____ |
|   | CNIC/Passport No. | _____ |   | CNIC/Passport No. | _____ |

## FORM F-1. Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

**Date of this Bid submission:** [insert date (as day, month and year) of Bid submission]

**RFB No.:** TNCB-22/Signboard/CFPP/JPCL/2025

**Title of Procurement:** *"For Design, Fabrication, Supply, erection and Installation of Identification Double Sided Signboard (back-to-back) at entrance of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro"*

**To:** Jamshoro Power Company Limited (JPCL), Jamshoro

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal, we make the following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(b) **Total Price:** The total price of our Bid is: PKR xxxx (in words Rupees: xxxx) In case of multiple lots as a "Package", total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

(c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |

(If none has been paid or is to be paid, indicate "none.")

(d) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** \*[insert complete name of the Bidder]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\* [insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

**STAMP**

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## FORM F-2. Bill of Quantities

### A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the engineer/employer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the engineer/employer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate, or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*. The method of measurement in packages for completed works refers to the system or guidelines used to quantify, value, and evaluate completed construction works as part of a contract. It defines how completed tasks or work items are measured, assessed, and paid for. This is common in engineering, construction, and project management fields. Here are key aspects of the method:

#### **1. Bills of Quantities (BOQ)**

A detailed document listing all work items in measurable terms (e.g., square meters, cubic meters, or linear meters).

The contractor is paid based on the quantities of work completed, measured according to the BOQ.

#### **2. Unit of Measurement**

Specifies the standard measurement units to be used for various components (e.g., m<sup>2</sup> for plastering, m<sup>3</sup> for concrete, kg for reinforcement).

These units align with industry standards such as ISO or national guidelines.

### **3. Inspection and Verification**

Completed works are inspected to ensure they meet the required specifications.

Measurements are taken on-site, typically using tools like measuring tapes, total stations, or surveying instruments.

### **4. Documentation**

Measurement records are documented through site reports, interim payment certificates, or progress reports.

Contractors and Client agree on the documented quantities.

### **5. Milestone or Activity-Based Measurement**

Payments are sometimes linked to milestones or specific activities completed, based on percentage completion rather than exact quantities

## BILL OF QUANTITIES

Contract No. TNCB-22/Signboard/CFPP/JPCL/2025

Client/Company: JAMSHORO POWER COMPANY LIMITED

Details of supply and work:

| S.NO | NAME OF WORK                                                                                                                                                                             | UNIT      | QTY                    | RATE<br>Rs. | QUOTED AMOUNT |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------|-------------|---------------|
| 01.  | Supply of MS pipe<br>(150MM) 6" DIA (WCSR-<br>22(382)                                                                                                                                    | RM        | 12.97                  |             |               |
| 02.  | Supply and fixing of plain<br>Galvanized iron sheet (22<br>gauge)<br>(WCSR-2022 8/3-10                                                                                                   | SQM       | 23.79                  |             |               |
| 03.  | Supply of C channel<br>(50x75x50 MM)<br>(WCSR-2022 P-5-3(6)                                                                                                                              | RFT       | 216                    |             |               |
| 04.  | Cutting, welding,<br>fabrication work<br>completes in all respect<br>(only pipe & channels)<br>(RA. APPROVE)                                                                             | KG        | 1509                   |             |               |
| 05.  | Excavation (Shingle<br>gravel & information)<br>(WCSR-2022 (1-5b)                                                                                                                        | M         | 17.84                  |             |               |
| 06.  | Cement concrete plain<br>1:2:4<br>(WCSR-2022 5-1(2b)                                                                                                                                     | M         | 5.43                   |             |               |
| 07.  | Complete paint work with<br>the picture of Project<br>power plant JPCL with<br>Monogram, reflecting font,<br>with special reflector paper<br>& also water proof.<br>(Quotation attached) | 01<br>JOB | 01                     |             |               |
|      |                                                                                                                                                                                          |           | <b>Total Rs.</b>       |             |               |
|      |                                                                                                                                                                                          |           | <b>Add SRB 15%</b>     |             |               |
|      |                                                                                                                                                                                          |           | <b>Grand Total Rs.</b> |             |               |

**SECTION VII:**  
**GENERAL CONDITIONS OF THE CONTRACT**

# **GENERAL CONDITIONS OF THE CONTRACT (GCC)**

## **Red Book:**

© FIDIC 2017. All rights reserved.

The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs Conseils (FIDIC) and the following “Particular Conditions” which shall complement the General Conditions of the Contract.

An original copy of the above FIDIC publication i.e. “*Conditions of Contract for Building and Engineering Works Designed by the Employer*” must be obtained from FIDIC.

## **International Federation of Consulting Engineers (FIDIC)**

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: [fidic@fidic.org](mailto:fidic@fidic.org)

[www.fidic.org](http://www.fidic.org)

FIDIC code: ISBN13: 978-2-88432-084-9

## **SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

## Special Conditions of Contract (SCC)

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

| SCC Clause Number | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC                                                                                                                                                                                                                                                                                                               |
|-------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   |                   | <b>Definitions (GCC 1)</b>                                                                                                                                                                                                                                                                                                                                          |
| 1.                | 1.1 (d)           | <b>Commencement Date:</b><br>The date Purchase Order is issued                                                                                                                                                                                                                                                                                                      |
|                   | 1.1 (f)           | <b>Country of Origin:</b><br>The ineligible countries are India and Israel                                                                                                                                                                                                                                                                                          |
|                   | 1.1 (m)           | The Procuring Agency is:<br><i>Jamshoro Power Company Limited (JPCL) at Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro</i>                                                                                                                                                                                                                                  |
|                   | 1.1 (p)           | <b>Intended Delivery Date:</b><br>Within 45 days after Commencement Date which will be reckoned from the date of issuance of Work Order.                                                                                                                                                                                                                            |
|                   | 1.1(r)            | The Supplier is:<br><i>The most Advantageous Bidder who offers the lowest bid price and qualifies the criteria of eligibility, qualification and technical responsiveness.</i>                                                                                                                                                                                      |
|                   | 1.1(s)            | <b>The title of the subject procurement or The Project is:</b><br><br><i>“For Design, Fabrication, Supply, erection and Installation of Identification Double Sided Signboard (back-to-back) at entrance of 660MW Coal Fired Power Plant along the main Dadu Road, Indus Highway, Jamshoro as given in Section-V “Schedule of Requirement” of Tender Document”.</i> |
|                   | 1.1 (v)           | <b>End User:</b><br><i>Jamshoro Power Company Limited (JPCL)</i>                                                                                                                                                                                                                                                                                                    |
|                   | 2.1               | <b>Time for access to the Site:</b><br>Within five (5) days after issuance of Notice to Commence “NTC” which shall be issued immediately after Work Order                                                                                                                                                                                                           |
| 2.                | 3.1               | <b>Submission of PG in Form:</b><br>PG will be in form of Bank Guarantee, CDR/Pay Order in favour of Chief Executive Officer, <i>Jamshoro Power Company Limited (JPCL)</i> , Jamshoro.                                                                                                                                                                              |
|                   | 3.2               | <b>Engineer/Employer’s Duties and Authority:</b><br><i>The following paragraph is added after duties:</i>                                                                                                                                                                                                                                                           |

|    |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                               | <p>Procuring agency shall ensure that the engineer/employer's Representative/ Staff is a professional engineer as defined in the Pakistan Engineering Council Act 1975.</p> <hr/> <p>The Variations resulting in an increase of the Accepted Contract Amount in excess but not exceeding 15%, shall require approval of the Procuring agency/ Employer.</p>                                                                            |
|    | <b>Governing Language (GCC 4)</b>             |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3. | 4.1                                           | <p>The Governing Language shall be:</p> <p><i>English</i></p>                                                                                                                                                                                                                                                                                                                                                                          |
| 4. | 10.1                                          | <p><b>Performance Security (or Guarantee) GCC</b><br/> Performance guarantee/ security will be in the form of a CDR/unconditional Bank Guarantee in the amount of Ten Percentage (10%) of the Contract Price, valid up to defects notice period "DNP"/warranty period</p>                                                                                                                                                              |
|    | 10.4                                          | <p>PG shall remain valid and in effect till the performance of the contract obligations up to warranty period and will be discharged within 30 days.</p>                                                                                                                                                                                                                                                                               |
|    | <b>Inspections and Tests (GCC 11)</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5. | 11.1                                          | <p><b>Inspections and Tests:</b><br/> Inspection for brand, newness and free from visual defects, will be carried out <i>by the Procuring Agency, or its agent, upon delivery and notice of completion</i></p>                                                                                                                                                                                                                         |
|    | <b>Delivery and Documents (GCC Clause 13)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6. | 13.3                                          | <p><b>Delivery and Documents:</b><br/> Upon delivery of the Equipment, the Supplier shall notify the Procuring Agency and provide the following documents to the Procuring Agency:</p> <ol style="list-style-type: none"> <li>1) delivery note/challan;</li> <li>2) manufacturers or Supplier's warranty certificate (Applicable);</li> <li>3) inspection certificate issued by the committee nominated by Procuring Agency</li> </ol> |
|    | <b>Insurance (GCC Clause 14)</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 7. | 14.1                                          | <p>The Insurance shall be at the will of the Supplier from "warehouse" to "warehouse" on "All Risks and Cost" basis, including War Risks and Strikes during inland transportation.</p>                                                                                                                                                                                                                                                 |
|    | <b>Warranty (GCC Clause 18)</b>               |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 8. | 18.2                                          | <p><b>Warranty/Defects Liability Period:</b><br/> <i>Standard Warranty as per Manufacturer's Manual or as per Market practices which will be higher but not lesser than one year, will be provided free of cost</i></p>                                                                                                                                                                                                                |

|     |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.  | 18.4 & 18.5                               | <p>The period for correction of defects in the warranty period is:</p> <p>The supplied equipment should be under on-site warranty for all types of defects from the date of handing over of the product to the JPCL. Any defects found in the Signboard within the warranty period shall be rectified / replaced by the Vendor free of cost. This includes replacement of all parts and any number of break down call during the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within <b>72 hours</b> of notification.</p>                                                                                                                                                                                                                  |
|     | <b>Payment (GCC Clause 19)</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10. | 19.1                                      | <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>The contractor should submit the bill after completion of supply and installation to the Chief Engineer/PD, that the supply and installation have been made satisfactorily and as per specification of work order. The Payment to the Supplier /Contractor will be made subject to satisfactory completion and upon submission of required documents.</p> <p><b>Invoice for payment:</b></p> <ul style="list-style-type: none"> <li>a) Commercial Invoice</li> <li>b) Sales Tax Invoice</li> <li>c) Warranty Certificate</li> <li>d) Inspection Note</li> </ul> <p>The payment will be made after deduction of all applicable taxes through cross cheque by JPCL.</p> |
| 11. | 19.3                                      | <p>Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be:</p> <p>one (01) month KIBOR (<i>ask</i>)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 12. | 19.4/19,5                                 | <p>Payment Currency:</p> <p><i>The payment will be made in PKR</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|     | <b>Prices (GCC 20)</b>                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|     | <b>Liquidated Damages (GCC Clause 26)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 13. | 24.1                                      | <p><b>Sub-contracting (please insert percentage) of the total value of the contract.</b></p> <p><b>Only specialized tasks can be subcontracted to specific experienced sub-contractors for specialized works with prior approval of the client with condition that the main contractor retains the full responsibility of the quality and timeline</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 14. | 26.1                                      | <p><b>Applicable rate of LDs:</b></p> <p><i>0.1 percent per day on the value of undelivered/uncompleted work</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|     |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |         | <p>Maximum deduction:</p> <p>Equal to the Performance Security e.g., 10%</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 15. | 27 ( c) | <p>Performance Security Submission Time:</p> <p>Within 14 days from the issuance of Letter of Acceptance (LOA)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16. | 32.1    | <p>Procedure for Dispute Resolution:</p> <p>Dispute resolution as per laws of Arbitration in Pakistan</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 17. | 32.3    | <p><b>a): For Contracts to be entered with foreign Contractors/ Service Provider:</b><br/> <b><i>[Not Applicable]</i></b></p> <p><b>b) <u>For Contracts to be entered with nationals of Pakistan:</u></b></p> <ol style="list-style-type: none"> <li>1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract—whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</li> </ol> <p>At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of both parties.</p> <ol style="list-style-type: none"> <li>2. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both parties. The Arbitration shall take place in Karachi and proceedings will be conducted in English language.</li> <li>3. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</li> </ol> <p>Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of good</p> |

|     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |      | <p>4. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 18. | 34.1 | <p>Indemnification against Loss to Facility/ Property/ Equipment/ Infrastructure of the Procuring Agency</p> <p>1. The Supplier shall indemnify and hold harmless the Procuring Agency and its personnel against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <p>(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Supplier's performance under this Contract unless attributable to any negligence, wilful act or breach of the Contract by the Procuring Agency or its personnel; and</p> <p>(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of the Supplier's performance under this Contract and is attributable to any negligence, wilful act or breach of the Contract by The Supplier or its Personnel, agents, subcontractors, or anyone directly or indirectly employed by any of them.</p> <p>2. If any loss or damage happens to the Procuring Agency's facility, property, equipment, or infrastructure, as a result of any negligence, wilful act or breach of the Contract by the Supplier or its personnel, agents, subcontractors, or anyone directly or indirectly employed by any of them, the Supplier shall rectify the loss or damage at its own full risk and cost, so that the facility, property, equipment, or infrastructure as the case may be are in the same condition as prior to the loss or damage caused by the Supplier.</p> |
| 19. | 35.1 | <p><b>Procuring Agency's address for notice purposes:</b><br/> Project Director (PIU),<br/> 660MW CFPP, Mohra Jabal,<br/> Sehwan Dadu Road, Indus Highway,<br/> Jamshoro</p> <p><b>Supplier's address for notice purposes:</b><br/> <i>[same as provided by bidder in "Bidder's Information Form" by the most Advantageous Bidder]</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

# SPECIAL STIPULATIONS

## Clause Conditions of Contract

|    |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <b>The procuring agency reserves the right to issue variation in case of emergency.</b> | Up to 15% of the contract price stated in the Letter of Acceptance/Work Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2. | <b>Handing Over of Site by the contractor on completion of work</b>                     | On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his own expense and the site cleaned and handed over to the company and he shall intimate officially of having completed the work as per contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3. | <b>Contractor's Operations on site</b>                                                  | The work site and Plant & Machinery parking site will be cordoned, displaying caution and safety sign boards, keeping unauthorized people off the site.<br>Workers should wear safety PPEs as per requirement of site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4. | <b>Working Timings</b>                                                                  | Work will be carried out in normal working hours: 08 am to 06pm with prayer /rest/ lunch breaks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5. | <b>Canvassing in Tender:</b>                                                            | Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6. | <b>Works for which sub-contracting is not permitted.</b>                                | <ul style="list-style-type: none"> <li>• Management and supervision of the contract</li> <li>• Regulatory compliance /Statutory approvals, licensing, NOCs, compliance with Social Safeguard Regulations</li> <li>• Surveying and setting out which must be performed under the main contractor's strict supervision</li> <li>• Quality Control and Testing such as soil compaction and concrete strength</li> <li>• Key Earthworks</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 7. | <b>Final Inspection of Work</b>                                                         | <p>The engineer/employer-in-charge and any other officer nominated by the JPCL for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work has been completed and ready for acceptance. If the work is not acceptable to the engineer/employer-in-charge/Employer at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.</p> <p><b>Defects appearing after acceptance:</b></p> <p>Any defects which may appear within the defect liability period and arising, in the opinion of the engineer/employer-in-charge/Employer, from lack of conformance with the drawings and specifications, shall, if so required by the engineer/employer-in-</p> |

|     |                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                           | charge in writing, be remedied by the contractor at his own cost within the time stipulated by the engineer/ employer-in-charge. If the contractor fails to comply, the engineer/ employer-in-charge/ Employer may employ other people to remedy the defects and recover the cost thereof from the dues of the contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8.  | <b>Method of measurement shall be</b>                     | Measurement of quantities will be conducted as per actual using standard methods of measurement against estimated /bid quantities as mentioned in the schedule of prices/BoQ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 9.  | <b>Measurement and Payments</b>                           | <p>Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement as per the instructions of the engineer -in-Charge /employer</p> <p>All items of work carried out by the contractor in accordance with the provision of the contract having a financial value, shall be entered in the Measurement Book as prescribed by the JPCL so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined therefrom. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.</p> <p>Measurement shall be taken jointly by the engineer/ employer-in-Charge or his authorized representative and by the contractor or his authorized representative.</p> |
| 10. | <b>Below Specification Works</b>                          | The contractors are required to execute all the work satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of engineer in charge (EIC) and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the JPCL at the risk and cost of the contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 11. | <b>Work execution under supervision of Civil Engineer</b> | The contractor/contractors shall keep on the work site during the progress a competent and experienced Civil Engineer exclusively for the work and necessary assistants who shall represent the contractor. The contractor shall employ, on the site in connection with the execution of the work, technical and managerial staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 12. | <b>Safety and security of material and personnel</b>      | The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the engineer -in-Charge/ employer for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|     |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13. | <b>Defects Liability<br/>Period/warranty period</b> | In addition to the defects to be rectified by the contractor as per terms of the contract/ work order, the contractor shall be responsible to make good and remedy at his own expense the defects mentioned hereunder within such period as may be stipulated by the engineer/employer-in-Charge in writing:<br><br>Any defect in the work detected by the engineer/employer-in-Charge within a period of 12 months from the date of issue of completion certificate. |
| 14. | <b>Mobilization Advance.</b>                        | <b>Not Allowed.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 15. | <b>Escalation</b>                                   | <b>NOT APPLICABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 16. | <b>J.V/Consortium/<br/>Association</b>              | <b>Not Allowed</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

## SECTION IX: CONTRACT FORMS

### Performance Security (or guarantee) Form

To: *Jamshoro Power Company Limited*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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]*