



**(01)**

**LAHORE ELECTRIC SUPPLY  
COMPANY (LESCO)**



**STANDARD BIDDING DOCUMENTS  
(On post Qualification Basis)**

**MAINTENANCE OF DISTRIBUTION SYSTEM (2024-25) INVOLVING  
REPLACEMENT OF DETERIORATED CONDUCTORS, H.T/L.T JUMPERS OF  
LINES AND DISTRIBUTION TRANSFORMERS, BUS BARS, BROKEN DISC / PIN  
INSULATORS AND X-ARMS, MID-SPANNING, SET RIGHT OF H.T/L.T TILTED  
POLES/ STRUCTURES, INSTALLATION OF INSULATED CONDUCTORS,  
REPLACEMENT OF D-SETS AND TREE TRIMMING  
(Under Own Resources)**

**(SINGLE STAGE SINGLE ENVELOPE)**

**MANAGER OPERATION CENTRAL CIRCLE LESCO**

# **LAHORE ELECTRIC SUPPLY COMPANY LTD**



## **TENDER/BIDDING DOCUMENTS FOR**

**Name, Address and Category of the  
Registered Contractor to whom these Tender  
Documents are issued for Tendering**

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**Designation and Address of the PPMC/LESCO  
Office with whom Registered**

**Registered with Pakistan Engineering  
Council**

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**Signature of LESCO Officer who  
issues these Tender Documents  
to the above Tender**

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**Name (in Block Letters),  
Designation and Address of  
LESCO'S above Officer**

MANAGER (O) / SUPERINTENDING ENGINEER (O)  
CENTRAL CIRCLE LESCO, NEAR 132KV GRID STATION  
TOWNSHIP, CHANDNI CHOWK, LAHORE

## INTRODUCTION

LESCO is one of the biggest electricity distribution companies in Pakistan with more than 6.5 million customers. LESCO serves / distributes electricity in Civil Districts of **Lahore, Kasur, Okara, Nankana and Sheikhpura**. LESCO comprises of eight distribution Operation Circles.

LESCO is committed to deliver safe & secure Electric Power Supply to all its valuable customers by employing technological approach dependable human and organizational resource, focusing on delivery of targets and quality services. Our mission is “To distribute electricity in a reliable, secure, safe, environmentally responsible & cost-effective manner.”

LESCO requires technical and financial proposals against supply of services for maintenance of distribution system involving replacement of deteriorated conductors, H.T/L.T jumpers of lines and distribution transformers, Bus Bars, broken Disc / Pin insulators and X-Arms, mid-spanning, set right of H.T/L.T tilted poles/ structures, installation of insulated conductors, replacement of D-sets and tree trimming.

### Objectives

In an endeavor to improve quality of supply, uninterrupted and reliable as well as safety to line staff, public, animals and protection to LESCO equipment to enhance the operational and financial efficiency of the distribution system and quality of service to its consumers, LESCO seeks to outsource the works for **maintenance of non technical/technical works/ maintenance of 11 KV Feeder through skilled / unskilled labor** through a competitive bidding process, LESCO intends to secure Services Contract with reputable and financially sound private sector investor(s)/companies to undertake the work for maintenance of nontechnical / technical works of 11 KV Feeders.

LESCO's objectives for awarding a Services Contract, inter alia, include:

- i. **Maintenance of non technical / technical works of 11 KV Feeder through skilled / unskilled labor** as per approved WAPDA/LESCO standardization of design instruction under the jurisdiction of LESCO Operation Central Circle.
- ii. To ensure continuity of supply through maintenance.
- iii. To replace deteriorated conductors, H.T/L.T jumpers of lines and distribution transformers, Bus Bars, broken Disc / Pin insulators and X-Arms.
- iv. To set right of H.T/L.T tilted poles/ structures
- v. Installation of insulated conductors
- vi. Replacement of D-sets
- vii. Tree trimming.

The selection of services Contractor shall be through a transparent bidding process and within the provisions of license issued by NEPRA and as per Electric Power Act 1997.

## Submission of bids & finalization

- a) This Bid document is governed by General Conditions of contract for purchases by WAPDA dated 12-08-1984 (amended to date) and latest purchases procedure of PPRA – 2004 amended to date
- b) Bids will be submitted on the basis of Single Stage – Single Envelope bidding procedure as envisaged in Rule 36 (a) of the PPRA Rules 2004. Each bid shall comprise one single envelope containing financial proposal and technical proposal.
- c) The bidder shall seal the original and each copy of the bid in an inner envelope, duly marking the envelope as “Original” or “Copy”. The inner envelope shall then be enclosed in an outer envelope. In the event of discrepancy between them the Original shall prevail.
- d) The inner and outer envelopes shall be
  - i) Addressed to the procuring authority at the following address.

Manager Operation/Superintending Engineer (O) **Central Circle LESCO**, and the words “DO NOT OPEN BEFORE **12:30 PM** (Opening time) ON **Dated 13-03-2025** (Opening date)” shall be written on them.
  - ii) In addition to above, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “Late”.
- e) If the outer envelope is not sealed and marked, the procuring authority will assume no responsibility for the bid’s misplacement or its premature opening.
- f) Bidder will himself be responsible for ensuring that his bid is submitted in accordance with the instructions stated herein. Any bid not submitted by the deadline prescribed for submission of Bids will not be considered even if it becomes late as a result of circumstances beyond the Bidder’s control. Any bid received by LESCO or officers competent to accept Bid/Contract or any other authorized officer after the date and time of bid opening will be returned un-opened to such bidder
- g) The bids will be opened at date, time and venue mentioned at page 25 of this RFP in the presence of bidders’ representatives who choose to attend. Sealed Bids will be opened in presence of Bidders.
- h) Once the bid has been submitted for opening and after the opening of envelop no documents, if missing, will be called for submission.
- i) Committee will announce the quoted rates of bids for information of all participants.
- j) All Bids received after the mentioned time will be rejected without opening of the same.
- k) LESCO reserves the right to reject any or all bids without assigning any reason.
- l) LESCO will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid / Proposal to be submitted in terms of this document.

## Bidder’s ELIGIBILITY CRITERIA

- i. Registered/renewed Firm with Pakistan Engineering Council for the year 2024-25. (Copies should be attached).
- ii. Bidder / Firm registered with PRA/FBR and must be on active taxpayer list.

- iii. Past performance information – Company’s past similar experience within the last five year performing work in Pakistan. Bidders shall include at least two past performance/completion certificate of successful performance of similar services provided, date of delivery/execution, quantity, client contact information, and any additional information that may assist in certifying performance. Experience of the bidder’s principal representative can also be considered.
- iv. Certification of technical training / training regarding safety of deployed labor.

## SCOPE OF WORK

LESCO intends to improve safety environment for public, employees and operational performance by reducing the electricity theft by awarding Services Contract against supply of services for **Maintenance of distribution system involves replacement of deteriorated conductors where hot spot are identified, HT / LT jumpers of lines and distribution transformers, Bus Bars, Broken Disc / Pin insulators and damaged X-Arms, mid-spanning/replacement of damaged structures set right of HT / LT tilted poles / structures, installation of insulated conductors to avoid frequent tripping during rainy season where tree trimming is impossible, replacement of broken / non-specified dropout cutouts (D-sets) and tree trimming** to private contractors under the provisions of the power Distribution license issued by NEPRA for efficient and safe network management and operations.

## METHODOLOGY

1. The work **Maintenance of distribution system involves replacement of deteriorated conductors where hot spot are identified, HT / LT jumpers of lines and distribution transformers, Bus Bars, Broken Disc / Pin insulators and damaged X-Arms, mid-spanning/replacement of damaged structures set right of HT / LT tilted poles / structures, installation of insulated conductors to avoid frequent tripping during rainy season where tree trimming is impossible, replacement of broken / non-specified dropout cutouts (D-sets) and tree trimming** at the various locations in Central Circle LESCO.
2. There are 148 No. 11 KV mixed feeders and 104 No. 11 KV Independent feeders in LESCO.
3. After mapping/patrolling of feeders, \_\_\_\_\_ No. 11 KV feeders (Mixed feeders \_\_\_\_\_ No. & \_\_\_\_\_ No. Independent feeders) have been identified and selected where dire need of maintenance work is required.
4. Material required for carrying out above said maintenance works through outsource will be arranged by Material Management Directorate LESCO
5. Superintendent Engineer of each operation circle will supervise/monitor all maintenance activities regarding timely release of material through ERP, preparation of shutdowns schedule as per quantum of work and workmanship of contractor in line with WAPDA SDI.
6. Each shut down will be allowed for 08 Hours duration.
7. Each shut down for execution of maintenance work will be availed daily on one feeder per sub division.

- 200 Nos. of feeders to be maintained gradually on daily basis.
8. Concerned LS/Feeder incharge of each sub division will get PTW against shutdown approved by LESCO competent authority.
  9. SDO and LS of concerned sub division will be responsible for supervision of maintenance work and provision of material and PTWs.
  10. LS/Feeder incharge of concerned sub division will draw the material and handover to contractor.
  11. Daily progress of maintenance work to be carried out by contractor will be prepared by concerned SDO/LS/ Feeder incharge of each sub division on prescribed format along with before and after snaps of sites assigned to contractor and the same will be submitted to XEN office with the signature of contractor as well as themselves
  12. Chief Engineer O&M (Dist.) LESCO is the overall in-charge of maintenance work and his office will act as Project Management Unit (PMU) for conducting Annual Maintenance work which is a continuous process for the safety of distribution system ensuring continuity of power supply.
  13. The Work Order (WO) for the each individual *Operation Division* of LESCO under the operation Central Circle of LESCO will be issued by the concerned XEN of the operations division. The XEN of the concerned operations division will be responsible for the selection and nomination of the various sites where maintenance work is required.

### **INSPECTION OF WORK**

1. XEN is overall incharge of maintenance work of his division and also responsible for execution, completion and inspection of maintenance work.
2. Final inspection regarding quality and scope of work of each feeder after complete maintenance will be carried out by HSE Directorate LESCO.
3. The Work Order (WO) for the each individual *Operation Division* of LESCO under all operations circle of LESCO will be issued by the concerned XEN of the operations division.
4. The XEN of the concerned operations division will be responsible for the selection and nomination of the various sites where maintenance work is required.
5. The XEN concerned will award the contract of the work under his operation division and XEN concerned will carry out the inspection of the work after the completion as per WAPDA SDI.

### **Sequence of Work**

1. The contract of maintenance work of each division will be assigned to one contractor to execute work on five feeders @ one feeder per Sub Division on daily basis.
2. Length of area for completion of maintenance work of 11-KV feeders in four months:
  - a. AVG length= 16 KM for urban area
  - b. AVG length= 40 KM for rural area

4. Four teams of skilled line staff will be arranged by the respective contractor for completion of maintenance work of each 11-KV feeder on daily basis:
  - a. Each team = 01 lineman and 01 ALM
  - i. Completion of work in urban area = 0.25 KM line per team and total 01 KM will be completed in a day.
  - ii. Completion of work in rural area = 0.625 KM line per team and total 2.5 KM will be completed in a day.
  
5. Line staff required for completion of work of a Division within given time frame on daily basis:
  - a. Line staff =08 Nos. on each feeder.
  - b. Total line staff =40 Nos. of 05 No. feeders
  
6. The completion of maintenance work on each feeder will be divided into four parts.
  - a. Each part of urban area of a feeder =04 KM in one month
  - b. Each part of rural area of a feeder =10 KM. in one month
7. The maintenance work of an 11 KV feeder will be completed by availing 16 shutdowns.
  - a. In a month =04 shutdowns
  - b. In each week = 01 shutdown.
  - c. Completion of work in a month = 25 %
  
8. While starting work, the contractor will be bound to work in the presence of respective LS who will avail PTW through concerned Sub Divisional officer to avoid any mishap.
  
9. Each contractor will complete maintenance work on 11-KV feeders of \_\_\_\_\_ Nos. Operation divisions
  - a. In four months = 20 Nos. 11 KV feeder by a contractor in a division
  - b. In four months= total \_\_\_\_\_ Nos. feeders in a division of LESCO
  
10. Total \_\_\_\_\_ Nos. skilled line staff is required for completion of maintenance work of \_\_\_\_\_ Nos. feeders in four months.
  
11. Time for completion of maintenance work is four months.



## **SUMMARY OF CONTENTS**

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- (II) INSTRUCTIONS TO BIDDERS & BIDDING DATA
- (III) FORM OF BID & SCHEDULES TO BID
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- (V) STANDARD FORMS

**INVITATION  
FOR  
BIDS**

## INVITATION FOR BIDS

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

Bid Reference No.: \_\_\_\_\_

1. The Employer, LESCO through **Manager Operation / Superintending Engineer (O) Central Circle LESCO**, invites sealed bids from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category and registered with FBR.

**MAINTENANCE OF DISTRIBUTION SYSTEM (2025-26) INVOLVING REPLACEMENT OF DETERIORATED CONDUCTORS, H.T/L.T JUMPERS OF LINES AND DISTRIBUTION TRANSFORMERS, BUS BARS, BROKEN DISC / PIN INSULATORS AND X-ARMS, MID-SPANNING, SET RIGHT OF H.T/L.T TILTED POLES/ STRUCTURES, INSTALLATION OF INSULATED CONDUCTORS, REPLACEMENT OF D-SETS AND TREE TRIMMING**

| Description   | Quantity | Unit |
|---|----------|------|
| No. of feeders  | 257      | Nos. |
| Tree Trimming   | 4913     | Nos. |
| Replacement of undersized /broken strands Jumpers   | 1879     | Nos. |
| Replacement of deteriorated Bus Bar (25,50,100, 200, 400 & 630 KVA)   | 443      | Nos. |
| Replacement of Broken PIN / Disc Insulator  | 559      | Nos. |
| Replacement of damaged X-Arm (Steel/Wooden)   | 371      | Nos. |
| Set Right of Tilted HT/LT Poles / Structure   | 122      | Nos. |
| Mid Spanning / Replacement of Damaged HT/LT Structure/pole  | 103      | Nos. |
| Set Right of HT/ LT Loose Sag   | 49       | Nos. |
| Installation/Replacement of deteriorated D-set  | 538      | Nos. |
| Replacement of bare conductor with Insulated HT/LT Conductor where tree trimming is not possible to avoid frequent interruptions-during humidity / rain | 68       | Nos. |

which will be tentatively completed from 13/03/2025 to 13/06/2025

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees **3000/-** Bidders may acquire the Bidding Documents from the Office of the Employer, **Manager Operation / Superintending Engineer (O) Central Circle LESCO at Near 132kV Grid Station Township, Chandni Chowk, Lahore** before **closing office hours on 12-03.2025**. The bidding documents uploaded on LESCO website are only for reading purpose and cannot be used for bidding purpose.

All bids must be accompanied by a Bid Security of amount **Rs.100,000/-** (In case of less amount or non-attachment of **Bid Guarantee**, rate will not be considered)and must be delivered to **Manager Operations Central Circle LESCO at Lahore.** or before **12:00 hours**, on 13-03-2025. Bids will be opened at **12:30PM** on the same day in the presence of bidders' representatives who choose to attend, at the same address

**INSTRUCTIONS  
TO BIDDERS  
&  
BIDDING DATA**

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## **INSTRUCTIONS TO BIDDERS**

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

### **A. GENERAL**

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

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

##### **1.2 Source of Funds**

The Employer has arranged funds from its own sources.

#### **IB.2 Eligible Bidders**

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

- a) Registration with FBR and PRA (Punjab Revenue Authority)
- b) Duly licensed and renewed by the Pakistan Engineering Council (PEC) in the Technical category EE-4 and EE-05.
- c) Bid Guarantee of **Rs: 100000/-** must be attached with bidding documents.
- d) Only Tender document issued by this office will be accepted.
- e) 02 Nos. similar nature work experience of PEC Technical Category EE-4 and EE-05, completed satisfactorily.(Completion Certificate to be submitted with bidding documents)
- f) Certification (At least one) of technical training/training on safety of deployed labor.

#### **IB.3 Cost of Bidding**

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

## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedule to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Integrity Pact (in case of work more 10 million)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Performance Security
  - (ii) Form of Contract Agreement
  - (iii) Form of Bank Guarantee

### **IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data at least 7 days before dead line of submission of bidding documents.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least Three (3) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

### **IB.6 Amendment of Bidding Documents**

- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.



## **C. PREPARATION OF BIDS**

### **IB.7 Language of Bid**

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

### **IB.8 Documents Comprising the Bid**

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

- a. Form of Bid as well as original bidding document duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
- b. Bid Security furnished in accordance with Clause IB.13.
- c. Documentary evidence in accordance with Clause IB.11
- d. Documentary evidence in accordance with Clause IB.12.

### **IB.9 Sufficiency of Bid**

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

### **IB.10 Bid Prices, Currency of Bid and Payment**

10.1 The bidder shall fill up the Schedule of Prices indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

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

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

### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted otherwise his bid will be declared as non-responsive.

11.2 Bidder must possess renewed license of Pakistan Engineering Council in technical category EE-

04 and EE-05. The bidder will also attach 02 Nos. of work order of similar nature works with bidding documents. Certification regarding training of deployed labour

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security of amount **Rs:100,000/-** in the form of pay order, CDR or bank guarantee in favor of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.
- In case of Bank Guarantee only, following Schedule Bank of Pakistan are acceptable ABL, NBP, Bank Al- Habib, UBL, MCB, HBL, Askari Bank, Bank Al- Falah, BoP, Faysal Bank, Meezan Bank, Zarai Trakiati Bank, Habib Metropolitan Bank, Samba Bank, Standard Chartered Bank and Dubai Islamic Bank.
  - Bank Guarantee in the shape of Deposit at Call or Pay Order or Banker's Cheque are acceptable from any Scheduled Bank in Pakistan.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails to:
    - (i) furnish the required Performance Security in accordance with Clause IB.21, or
    - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

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

- 14.1 All pages of original bidding document shall be properly signed and stamped by the bidder
- 14.2 Form of Bid shall be properly filled, signed and stamped by the bidder
- 14.3 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
  
- 14.4 All Schedules to Bid are to be properly completed and signed.
  
- 14.5 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
  
- 14.6 Each bidder shall prepare Original copy specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8
  
- 14.7 The original copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. On the page of quoting rates, the signature and stamp of contractor are necessary.
  
- 14.8 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

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

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
  
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
  
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
  
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
  
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5 (a).

**Following documents must be attached with the Bid, any missing document shall lead to the**

**rejection of bid;**

| <b>S. No.</b> | <b>Documents to be attached as part of Bid</b>  | <b>Documents must be tagged as "PART"</b> |
|---------------|---|---|
| <b>1</b>      | Letter of Offer   | <b>A</b>                                  |
| <b>2</b>      | Evidence of payment of RFP Document Fee   | <b>B</b>                                  |
| <b>3</b>      | Name and address of the Bidder with telephone and fax Nos. and copy of CNIC of all partners   | <b>C</b>                                  |
| <b>4</b>      | Copy of Registration with Pakistan Engineering Council  | <b>D</b>                                  |
| <b>5</b>      | Attested photo copy of National Tax No. Certificate/G.S.T Certificate/ Photocopy of NTN Card of the Bidder/FBR Registration                                   | <b>E</b>                                  |
| <b>6</b>      | Affidavit that the bidder has not been black listed by Govt. / Semi Govt. and Autonomous bodies, along with the arbitration cases if any, pending or decided  | <b>F</b>                                  |
| <b>7</b>      | Cellular contact numbers and email addresses of at least three contact persons for communication.   | <b>G</b>                                  |
| <b>8</b>      | 2% Bid Security of the Bid Price in favor of <b>Executive Engineer(O) Johar Town Division LESCO</b> hereinafter called "DDO of <b>Central Circle LESCO</b> ". | <b>H</b>                                  |

**Note:Parts from C to H above will be used for the Technical Evaluation, kindly submit these cautiously.**

- a) All pages of the bidding documents will be authenticated by the bidder or a duly authorized person signed and stamped.
- b) LESCO or its officers competent to accept Bid/Contract may modify, amend or supplement this RFP document, including selection process and evaluation criteria, if deemed necessary by it or if required under law prior to the bid submission deadline. Further LESCO or its authorized officers reserve the right, without prior notice, to change the selection procedure and the delivery of information at any time before the submission of bids without assigning any reasons thereof. However, such change shall be intimated to all parties that have procured this document.
- c) Amendment(s) made either on the request(s) of the prospective Bidders for any clarification or by LESCO's own initiative, for any reason, shall constitute part of the bidding document. In order to provide a reasonable time to prospective Bidders to take the amendments into account in preparing its bid, LESCO may at its discretion extend the bid submission deadline.
- d) All pages of bidding documents, in case, having any erasing / cutting / crossing or over writing etc., therein, must be properly signed by the signing person of the Bidder by the

authorized signatory, who have been given power of attorney on company letterhead (to be enclosed with bidding documents), along with attested copy of his CNIC.

- e) Tenderer can quote rate as per description of work, however, evaluation/comparison will be carried out subject to work/job. The work will be carried out as per SDI (Standard Design Instructions)/ Specifications/SOPs issued by WAPDA/PEPCO (Amended to date). Bad performance letter if issued by any competent officer of LESCO or any other Govt: entity will be considered while evaluation of the bid
- f) All the **supporting documents / references / experience certificates** must be attached with the Bid.
- g) Bids are liable to be rejected forthwith if:
- i) Signed and stamped original bidding document are not attached with bid.
  - ii) The bidder submits substantially incomplete bid or only the copies of the bid are submitted without original bidding document.
  - iii) The bid is submitted on other than the prescribed form or is incomplete or conditional.
  - iv) The bid is illegible in any material, part or contains alterations, additions, deletions, erasers or other irregularities.
  - v) Not accompanied with a bid security or with insufficient or un-acceptable bid security.
  - vi) Tender is in some way connected with bids submitted under names different from his own.
- h) Bid shall not be entertained if received after the time, date and given address i.e. **Manager Operation/Superintending Engineer (O) Central Circle LESCO, Near 132kV Grid Station Township, Chandni Chowk, Lahore** fixed for its receipt.
- i) No bidder shall contact LESCO's officers competent to accept Bid/Contract or other authorized officer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated
- j) The Bid shall be valid for forty (60) days, starting from the date of opening of the Bids. A bid valid for a shorter period will be rejected as non-responsive. The bidder must mention in the covering letter of their bid that the Bid Bond is valid for **60 days**; otherwise, it will be considered that offer is not valid as required.
- k) Upon acceptance of Award of Contract, the successful Bidder shall be required to provide a Performance Guarantee amounting to five percent (5%) of the total Contract Price, from a scheduled bank having a minimum credit rating of AA, within fifteen (**15**) days. Performance Guarantee shall remain valid till one year after successful completion of the contract.
- In case of Bank Guarantee only, following Schedule Bank of Pakistan are acceptable ABL, NBP, Bank Al- Habib, UBL, MCB, HBL, Askari Bank, Bank Al- Falah, BoP, Faysal Bank, Meezan Bank, Zarai Trakiati Bank, Habib Metropolitan Bank, Samba Bank, Standard Chartered Bank and Dubai Islamic Bank.
  - Bank Guarantee in the shape of Deposit at Call or Pay Order or Banker's Cheque are acceptable from any Scheduled Bank in Pakistan.

- l) LESCO or its officers competent to accept Bid/Contract reserves the right to reject any or all the Bids prior to acceptance of a Bid as per Rules and Regulations under the Public Procurement Regulatory Authority Ordinance, 2002, amended as Rules-2004.
- m) After opening the bids, if it is established that the Bidders have quoted a single price or made a cartel, LESCO, in such a case, would reserve the right to scrap the tender and invite fresh Bids or to take any decision as deemed fit for LESCO.
- n) No bidder will be permitted to alter his bid after the bid has been opened. However, clarifications not altering the substance of the bid may be solicited and/or accepted. No bidder will be asked or required to alter the substance of his bid
- o) Any conditional bid/rates will be rejected and the bid will be considered nonresponsive.
- p) It is also agreed that this RFP document is not confidential.

## **E. BID OPENING AND EVALUATION**

### **IB.16 Bid Opening, Clarification and Evaluation**

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:  
  
If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

**(a) Technical Evaluation**

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. Bidder must possess renewed license of Pakistan Engineering Council in technical category EE-04 and EE-05. The bidder will also attach 02 Nos. of work order of similar nature works completed satisfactorily with bidding documents.

**(b) Financial Evaluation**

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

**16.8 Evaluated Bid Price**

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

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

**IB.17 Process to be Confidential**

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is

announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

## **F. AWARD OF CONTRACT**

### **IB.18. Post Qualification**

- 18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

### **IB.19 Award Criteria & Employer's Right**

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

### **IB.20 Notification of Award & Signing of Contract Agreement**

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Intent/ Acceptance") that his bid has been accepted.
- 20.2 Within seven(07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.



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

#### **IB.21 Performance Security**

21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fifteen (15) days after the receipt of Letter of Intent/Acceptance. Performance security @ 5% of contract price will only be accepted in shape of Bank Guarantee/CDR/Pay Order. **Insurance guarantee will not be accepted as performance guarantee.**

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

#### **IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding **Rupees ten (10) million**. Failure to provide such Integrity Pact shall make the bid non-responsive.

### **BIDDING DATA**

(This section should be filled in by the Engineer/Employer before issuance of the Bidding Documents. The following specific data for the Works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

#### **Instructions to Bidders**

##### **Clause Reference**

##### **1.1 Name of Employer**

**LESCO through Manager Operation / Superintending Engineer (O) Central Circle LESCO**

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##### **Brief Description of Works**

**Maintenance of distribution system (2025-26) involving replacement of deteriorated conductors, H.T/ L.T. jumpers of lines and distribution transformers, bus bars, broken disc / pin insulators and x-arms, mid-spanning, set right of HT/LT tilted poles/ structures, installation of insulated conductors, replacement of d-sets and tree trimming**

5.1 (a) Employer's address:

**Manager Operation / Superintending Engineer (O) Central Circle LESCO at Near 132kV Grid Station Township, Chandni Chowk, Lahore.**

(b) Engineer's address:

**Dy. Manager Operation / Executive Engineer (O) LESCO**  
**at Lahore.**

10.3 Bid shall be quoted entirely in Pak Rupees. The payment shall be made in Pak Rupees.

11.2 The bidder/manufacture has the financial, technical and production capability necessary to perform the Contract as follows:

**(PEC Technical Category EE-04 and EE-05)**

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

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

13.1 **Amount of Bid Security**

**Rs.100000/-**

14.1 **Period of Bid Validity**

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14.4 **Number of Copies of the Bid to be Submitted;**

**One original copy + 01 photocopies**

14.6 (a) **Employer's Address for the Purpose of Bid Submission;**

**Manager Operation / Superintending Engineer (O) Central Circle LESCO at Near 132kV Grid Station Township, Chandni Chowk, Lahore**

15.1 **Deadline for Submission of Bids**

**P.M 12:00 on dated: 13-03-2025**

16.1 **Venue, Time, and Date of Bid Opening**

Venue: **Office of the Manager Operation / Superintending Engineer (O) Central Circle  
LESCO at Near 132kV Grid Station Township, Chandni Chowk, Lahore**  
Time: **12:30 P.M**  
Date: **13-03-2025**

**Responsiveness of Bids (On Post Qualification Basis)**

Single Stage One Envelope Post Qualification procedure is adopted and responsiveness will be established on following basis:

- (i) FBR Registration
- (ii) Renewed PEC License of firm in Technical EE-04 and EE-05 and 02 Nos. of work order of similar nature works experience of PEC Category EE-04 and EE-05 Completed Satisfactorily.
- (iii) PRA Registration
- (iv) At least one certificate of technical training / training on safety of labor employed
- (v) the Bid is valid
- (iii) the Bid prices are firm during currency of contract
- (iv) completion period offered is within specified limits,
- (v) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.
- (vi) the Bid does not deviate from basic technical requirements and
- (vii) the Bids are generally in order, etc.

**Note:** If lowest responsive bidder fails to deposit Performance Guarantee within 15 days of issuance of Letter of Acceptance, his deposited CDR will be forfeited and work will be awarded to 2<sup>nd</sup> lowest responsive bidder.

**FORM OF BID AND SCHEDULES TO BID**



**FORM OF BID**

(LETTER OF OFFER)

Bid Reference No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name of Works)

To:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favor or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

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

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

(Seal)

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness:

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

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

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

\_\_\_\_\_

## SCHEDULE TO BID

### PREAMBLE TO SCHEDULE OF PRICES

#### 1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

#### 2. Description

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

#### 3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationale d' Unites (SI Units).

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(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

#### 4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.



The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

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

\*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

\*(Employer may modify as appropriate)

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

## **5. Bid Prices**

### **5.1 Break-up of Bid Prices**

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

### **5.2 Total Bid Price**

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

## **6. Provisional Sums**

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

### SCHEDULE OF PRICES

| <b>Description</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Rate Excluding all Taxes</b> | <b>Total Cost</b> |
|---|-----------------|-------------|---------------------------------|-------------------|
| No. of feeders  | 257             | Nos.        |                                 |                   |
| Tree Trimming   | 4913            | Nos.        |                                 |                   |
| Replacement of undersized /broken strands Jumpers   | 1879            | Nos.        |                                 |                   |
| Replacement of deteriorated Bus Bar (25,50,100, 200, 400 & 630 KVA)   | 443             | Nos.        |                                 |                   |
| Replacement of Broken PIN / Disc Insulator  | 559             | Nos.        |                                 |                   |
| Replacement of damaged X-Arm (Steel/Wooden)   | 371             | Nos.        |                                 |                   |
| Set Right of Tilted HT/LT Poles / Structure   | 122             | Nos.        |                                 |                   |
| Mid Spanning / Replacement of Damaged HT/LT Structure/pole  | 103             | Nos.        |                                 |                   |
| Set Right of HT/LT Loose Sag  | 49              | Nos.        |                                 |                   |
| Installation/Replacement of deteriorated D-set  | 538             | Nos.        |                                 |                   |
| Replacement of bare conductor with Insulated HT/LT Conductor where tree trimming is not possible to avoid frequent interruptions-during humidity / rain | 68              | Nos.        |                                 |                   |
|   |                 |             | <b>Total Cost</b>               |                   |

## SPECIAL CONDITIONS

- I. Before submitting the bid, tenderer has to satisfy himself regarding route profile and site.
- II. The contractor will carry out the work according to the WAPDA Distribution design and Standard Design Instruction No.59.
- III. The contractor will ensure the proper T&P and safety measures at site.
- IV. The work must be completed within the stipulated period failing which the liquidated damages @ **0.05 %per day** subject to maximum of 10 % of the work order and deducted from Contractor's bills.
- V. After issuance of three warnings to the contractor for non-completion of contract within stipulated date, the contract awarded issued by the **Manager Operation/Superintending Engineer (O) Central Circle LESCO** shall be cancelled and bidder/firm will be recommended for black listing and work will be completed at the contractor's risk and cost.
- VI. Shut Downs for maintenance work will be arrange by concern SDO keeping in view the convenience of public and as per schedule.
- VII. **The Contractor will ensure proper workmanship.**
- VIII. The Contractor will complete all required/assigned from 25-01-2025 to 25-05-2025 from date of award of work order.
- IX. Contractor will verify each and every site. On the basis of verified Test Report by concerned Executive Engineer (O) / Sub Divisional Officer (O), the Contactor will get payment from concerned Executive Engineer under jurisdiction of whom respective Operation Division, work has been executed.
- X. All Government taxes are applicable and will be deducted from the contractor bills.
- XI. LESCO or its officers competent to accept Bid/Contract or any other authorized officer reserves the right to **increase/decrease** the quantity of work up to **15%** through variation order/repeat order after issuance of contract during the contract according to PPRA Rules-2004 if necessary. Before submitting the bid, tenderer has to satisfy himself regarding route profile and site.
- XII. Defects liability period will be 01 year from the date of completion
- XIII. GCC-3; Engineer's/Employer's Representative- Not applicable

## PAYMENTS

- a. The payment will be made by concerned Executive Engineer (O) LESCO under the jurisdiction of whom respective Operation Division, work/job will be completed subject to presentation of the following documents:
  - i. Invoice in duplicate.
  - ii. EMB/SMB.
  - iii. Non-Payment Certificate by Executive Engineer (Operation) concerned.

- iv. Work Completion Certificate issued by concerned Sub Divisional Officer (Op) / Executive Engineer (Op).
  - v. Before and after snaps of locations.
  - vi. Copy of General Sales Tax / Excise Duty Invoice.
  - vii. 1/5th of GST amount will be deducted at the time of making payment as per FBR rules.
  - viii. The contractor in its claim shall also give an undertaking, in case of omission of any deduct-able amount, LESCO's claim at any later stage (through pre-audit / post audit) shall be acceptable to them.
  - ix. While raising invoice, the contractor/firm shall vividly mention the account number as well as the name of the bank and branch enabling concerned Executive Engineer (O) to release payment thereof accordingly.
  - x. As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, the payment to the registered persons may be linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL his payment should be stopped till he files his mandatory returns and appears on ATL of FBR.
  - xi. The payment of Sales Tax shall be made on production of Sales Tax return cum payment Challan. In case of manufacturers who pay lump sum sales tax, they shall also submit an affidavit on non-judicial paper that the Challan includes the amount of Rs. \_\_\_\_\_ of Sales tax for supply of the mentioned items.
- b. The Contractor / Firm will submit its claim in the office of concerned Executive Engineer (O) within ten days of completion of work/job.
  - c. Payments of invoice will be made by the concerned Executive Engineer (O) within 30-dyas after receipt of invoice.

### **Termination of Contract**

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

## **Penalties and Recovery of Penalties**

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

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

- a. While working the safety practice of WAPDA / LESCO equipment's / installations, LESCO staff, General Public including contractor staff must be adopted and followed strictly as per WAPDA / PEPCO Safety codes. Standard operating procedures & Standard Design Instructions as conveyed time to time.
- b. In case of Fatal / Non-Fatal accident to the labor/worker of the contractor, the contractor will be liable to pay the compensation to deceased family as per rules and LESCO shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor. The contractor will also pay the cost of any damage / loss to the lives of public or system due to ignoring the design standards and safe work SOPs.
- c. All operations necessary for the execution of the Works be carried on as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or properties whether in the possession of LESCO or any person. The Contractor shall save harmless and indemnify LESCO in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matter in so far as the Contractor is responsible therefor.
- d. The Contractor shall at all times keep the site free from obstruction and remove from the site all surplus materials and rubbish at his expense.

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....  
Signature: .....  
[Seal]

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

**CONDITIONS OF CONTRACT**

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## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### **The Contract**

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

1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

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

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

1.1.6 “Party” means either the Employer or the Contractor.

##### **Dates, Times and Periods**

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

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

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

##### **Other Definitions**

1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## 1.2 **Interpretation**

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

## 1.3 **Priority of Documents**

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

## 1.4 **Law**

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

## 1.5 **Communications**

All Communications related to the Contract shall be in English language.

## 1.6 **Statutory Obligations**

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

## 2. **THE EMPLOYER**

### 2.1 **Provision of Site**

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

## 2.2 **Permits etc.**

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

## 2.3 **Engineer's/Employer's Instructions**

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

## 2.4 **Approvals**

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

# 3. **ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

## 3.1 **Authorized Person**

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

## 3.2 **Engineer's/Employer's Representative**

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

# 4. **THE CONTRACTOR**

## 4.1 **General Obligations**

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

## 4.2 **Contractor's Representative**

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

#### 4.3 **Subcontracting**

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

#### 4.4 **Performance Security**

The Contractor shall furnish to the Employer within fifteen(15) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having at least AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

### 5. **DESIGN BY CONTRACTOR**

#### 5.1 **Contractor's Design**

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

#### 5.2 **Responsibility for Design**

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

### 6. **EMPLOYER'S RISKS**

#### 6.1 **The Employer's Risks**

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or

other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

## **7. TIME FOR COMPLETION**

### **7.1 Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### **7.2 Programme**

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

### **7.3 Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and the Employer shall extend the Time for Completion as determined.

### **7.4 Late Completion**

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

## **8. TAKING-OVER**

### **8.1 Completion**

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

### **8.2 Taking-Over Notice**

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

## **9. REMEDYING DEFECTS**

### **9.1 Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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

### **9.2 Uncovering and Testing**

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

## **10. VARIATIONS AND CLAIMS**

### **10.1 Right to Vary**

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

## 10.2 **Valuation of Variations;**

Variations shall be valued as follows:

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

## 10.3 **Early Warning**

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

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

## 10.4 **Valuation of Claims**

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

## 10.5 **Variation and Claim Procedure**

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

## **11. CONTRACT PRICE AND PAYMENT**

### **11.1 (a) Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

### **(b) Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

### **11.2 Monthly Statements**

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

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

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

### **11.3 Interim Payments**

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

### **11.4 Retention**

Retention money shall be paid by the Employer to the Contractor within fourteen(14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.



## 11.5 **Final Payment**

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

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

## 11.6 **Currency**

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

## 12. **DEFAULT**

### 12.1 **Default by Contractor**

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

If the Contractor has not taken all practicable steps to remedy the default within fifteen (15) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one(21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

### 12.2 **Default by Employer**

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

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

### 12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which

the Employer instructs in the notice is to be used for the completion of the Works.

#### 12.4 **Payment upon Termination**

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent(20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent(10%) of the value of parts of the Works not executed at the date of termination.

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

### 13. **RISKS AND RESPONSIBILITIES**

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

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

#### 13.2 **Force Majeure**

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

If a party wishes to claim relief of by reasons of Force Majeure, it shall within ten days of its occurrence serve written notice of occurrence of such a Force Majeure in the other party through registered posts. The two parties shall consult each other and agree upon the measures to be

taken. As soon as the Force Majeure ends, the affected party shall promptly resume performance of its obligations under the agreements and intimate the other party about this.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

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

## **14. INSURANCE**

### **14.1 Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

### **14.2 Default**

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

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

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

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

**15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fifteen (15) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

**15.3 Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

**16 INTEGRITY PACT (in case of more than 10 Million)**

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

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

## CONTRACT DATA

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

### Sub-Clauses of Conditions of Contract

- 1.1.3 Employer's Drawings, if any  
(To be listed by the Employer)
- 1.1.4 **The Employer** means  
LESCO through Manager Operation / Superintending Engineer (O) Central Circle LESCO  
at Near 132kV Grid Station Township, Chandni Chowk, Lahore
- 1.1.5 **The Contractor** means  
  
Responsive lowest bidder as per acceptance of LESCO
- 1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fifteen (15) days of the signing of the Contract Agreement.
- 1.1.9 **Time for Completion** 25/01/2025 to 25/05/2025.  
(The time for completion of the whole of the Works should be assessed by the Employer)
- 1.1.20 **Engineer**  
  
Dy. Manager Operation / Executive Engineer (O) LESCO at  
Lahore.
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
  - (b) Letter of Acceptance
  - (c) The completed Form of Bid
  - (d) Contract Data
  - (e) Conditions of Contract
  - (f) The completed Schedules to Bid including Schedule of Prices
  - (g) The Drawings, if any
  - (h) The Specifications
  - (i) \_\_\_\_\_
  - (j) \_\_\_\_\_
- (The Employer may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)
- 2.1 **Provision of Site:** On the Commencement Date\*
- 3.1 **Authorized person:** ENGINEER AS ABOVE OR HIS REPRESENTATIVE

3.2 **Name and address of Engineer's/Employer's representative**

LESCO at

Lahore

4.4 **Performance Security:**

Amount 10% of contract cost as per letter of acceptance/intent

Validity -----in shape of CDR/Pay Order/ Bank Guarantee.

(Form: As provided under Standard Forms\* of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's \_\_\_\_\_

7.2 **Programme:**

**Time for submission:** Within fifteen (15) days\* of the Commencement Date.

**Form of programme:** \_\_\_\_\_ Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance/intent.

9.1 **Period for remedying defects**

10.2 (e) **Variation procedure:**

Day work rates \_\_\_\_\_  
\_\_\_\_\_ (details)

11.1.1 (a) **Terms of Payments**

As per the standard payment procedure of WAPDA/LESCO

11.1 (b) **Valuation of the Works\*:**

i) Re-measurement with estimated/bid quantities in the Schedule of Prices.

11.2 **Percentage of value of Materials and Plant:**

Nil

11.4 **Currency of payment:** Pak. Rupees

15.3 **Arbitration**

Place of Arbitration: **Manager Operation / Superintending Engineer (O) Central Circle LESCO at Near 132kV Grid Station Township, Chandni Chowk, Lahore**

## BILL OF QUANTITIES

NAME OF WORK :

The per unit rate arrived shall be the Price of each work as mentioned below. The Tenderer shall also affix his signatures at the end of the Bill of Quantities. All duties, taxes and other levies payable by the Contractor under the Contract shall be included in the rates and prices.

| Description   | Quantity | Unit | Rate<br>Exclusive<br>of all<br>taxes | Total Cost |
|---|----------|------|--------------------------------------|------------|
| No. of feeders  | 257      | Nos. |                                      |            |
| Tree Trimming   | 4913     | Nos. |                                      |            |
| Replacement of undersized /broken strands Jumpers   | 1879     | Nos. |                                      |            |
| Replacement of deteriorated Bus Bar (25,50,100, 200, 400 & 630 KVA)   | 443      | Nos. |                                      |            |
| Replacement of Broken PIN / Disc Insulator  | 559      | Nos. |                                      |            |
| Replacement of damaged X-Arm (Steel/Wooden)   | 371      | Nos. |                                      |            |
| Set Right of Tilted HT/LT Poles / Structure   | 122      | Nos. |                                      |            |
| Mid Spanning / Replacement of Damaged HT/LT Structure/pole  | 103      | Nos. |                                      |            |
| Set Right of HT/LT Loose Sag  | 49       | Nos. |                                      |            |
| Installation/Replacement of deteriorated D-set  | 538      | Nos. |                                      |            |
| Replacement of bare conductor with Insulated HT/LT Conductor where tree trimming is not possible to avoid frequent interruptions-during humidity / rain | 68       | Nos. |                                      |            |
| <b>Total Cost</b>   |          |      |                                      |            |

NOTE:- All taxes and duties etc; to be included in the total amount of work driven out at later stage on the basis of actual quantities may also be given under the above detail.

TENDERER'S ADDRESS  
SIGNATURE

TENDERER'S  
(SEAL)

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

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

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

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with  
address: \_\_\_\_\_  
\_\_\_\_\_

Penal Sum of Security (express in words and  
figures) \_\_\_\_\_  
\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

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



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

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

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

|                            |                            |
|----------------------------|----------------------------|
|                            | _____<br>Guarantor (Bank)  |
| Witness:                   |                            |
| 1. _____                   | 1. Signature _____         |
| _____                      | 2. Name _____              |
| Corporate Secretary (Seal) | 3. Title _____             |
| 2. _____                   |                            |
| _____                      | _____                      |
| (Name, Title & Address)    | Corporate Guarantor (Seal) |

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ between \_\_\_\_\_ (hereinafter called the "Employer") of the one part and \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid alongwith Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices;
- 3.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
5. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

\_\_\_\_\_  
(Seal)

Signature of the Employer

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)