

Standard Bidding Document

EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02, APG-04 AND APG-5) IN DISTRICT ATTOCK (Works)

National

Single Stage-One Envelope



August 28, 2026

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **NESPAK (GT & GE)** has reserved Funds for the procurement planned for FY **2026-27**. The **NESPAK (GT & GE)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02, APG-04 AND APG-5) IN DISTRICT ATTOCK**" with the reference of "**P102835**".

2. The **NESPAK (GT & GE)** invites sealed Bids from eligible Bidders for procurement of Works (**EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02, APG-04 AND APG-5) IN DISTRICT ATTOCK**) described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit, Bank Guarantee**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

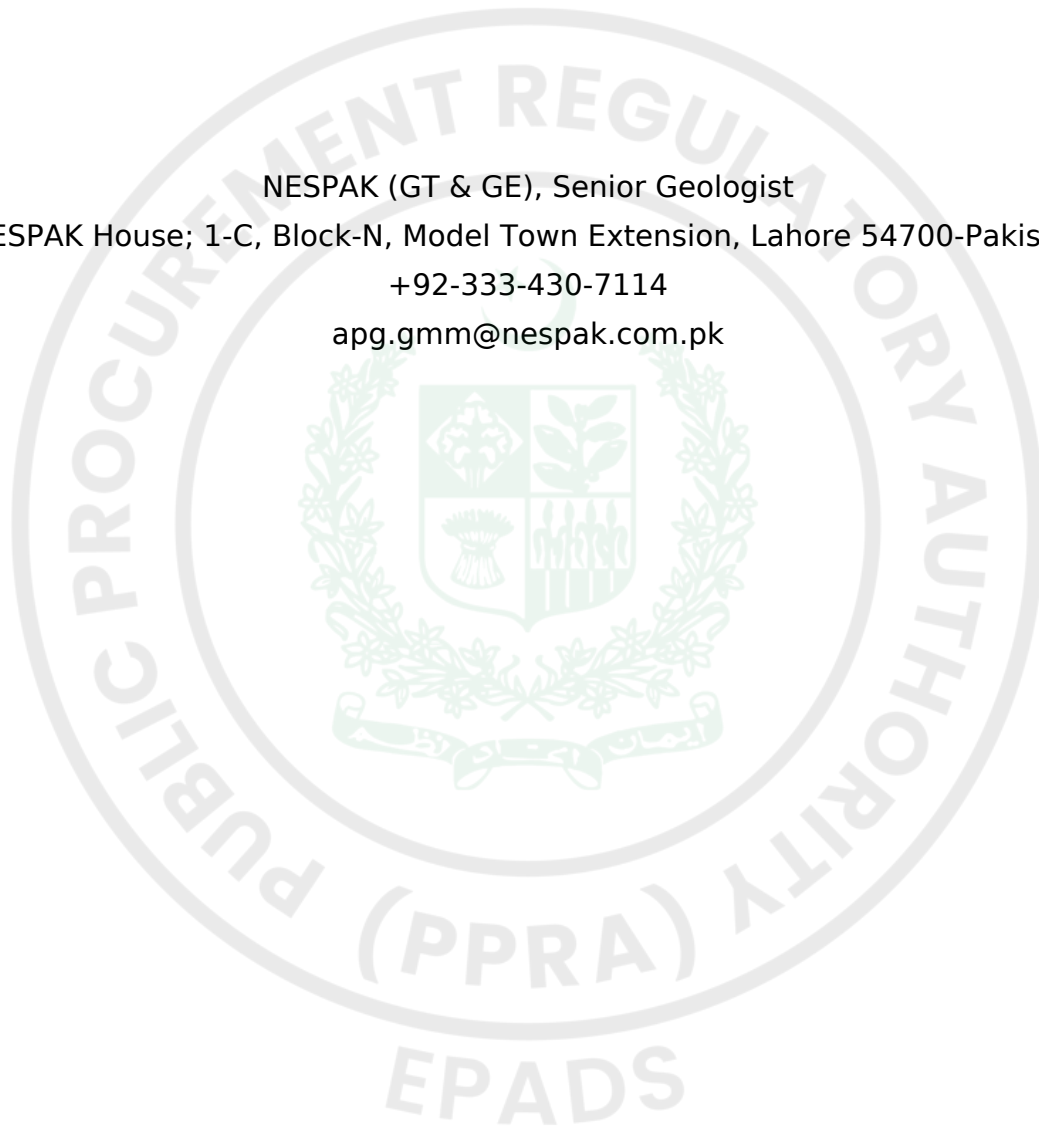
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/102835>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, September 15, 2026 02:00 PM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, September 15, 2026 02:30 PM**. Manual

submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>.

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. INTRODUCTION

1. Scope of Bid

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

2. Source of Funds

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

3. Eligible Bidders

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

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

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

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

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

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

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

3.3.2. have controlling shareholders in common; or

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

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

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

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

3.4. A Bidder may be ineligible if –

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

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

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

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

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

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

4. Eligible Material and Equipment

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

B. BIDDING DOCUMENTS

5. Contents of Bidding Documents

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

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

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

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

6. Clarification of Bidding Document, Pre-bid Meeting

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

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

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

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

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

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

7. Amendment of Bidding Documents

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

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

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

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

C. PREPARATION OF BIDS

8. Language of Bid

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

9. Documents Constituting the Bids

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

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

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

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

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

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

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

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

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

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

10.1.8. Any other document required in the BDS.

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

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

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

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

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

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

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

11. Documents Establishing Eligibility and Qualification of the Bidder

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

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

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

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

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

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

12. Forms of Bid

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

13. Bid Prices

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

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

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

Provided that:

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

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

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

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

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

Conditions of Contract.

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

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

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

14. Currencies of Bid and Payment

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

15. Documents Comprising the Technical Proposal

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

16. Bid Validity Period

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

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

17. Bid Security or Bid Securing Declaration

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

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

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

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

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

17.2.2. A cashier's or certified cheque; or

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

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

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

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

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

17.6.1. The expiry of the Bid Security;

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

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

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

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

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

17.8.1. if a Bidder:

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

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

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

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

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

18. Withdrawal of Bids

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

19. Format and Signing of Bid

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

D. SUBMISSION OF BIDS

20. Submission of Bids through EPADS v2.0

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

21. Deadline for Submission of Bids

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

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

22. Substitution and Modification of bids

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

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

E. OPENING AND EVALUATION OF BIDS

23. Opening of Bids

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

24. Confidentiality

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25. Clarification of Bids

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

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

- 25.2.1. evaluation & qualification criteria;
- 25.2.2. required scope of work;
- 25.2.3. contract price;
- 25.2.4. all securities requirements;
- 25.2.5. tax requirements;
- 25.2.6. terms and conditions of bidding documents.
- 25.2.7. change in the ranking of the bidder

26. Preliminary Examination of Bids

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

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

26.1.4. is accompanied by the required securities; and

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

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

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

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

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

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

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

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

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

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

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

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

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

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

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

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

27. Examination of Terms and Conditions; Technical Evaluation

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

accepted by the bidder without any material deviation or reservation.

For this purpose:

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

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

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

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

28. Correction of Arithmetic Errors

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

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

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

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

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

29. Conversion to Single Currency

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

30. Evaluation of Bids

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

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

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

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

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

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

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

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

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

Explanation:

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

31. Domestic Preference

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

32. Determination of Successful Bid

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

33. Qualification of Bidder

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

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

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

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

34. Sub-Contractors

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

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

35. **Abnormally Low Financial Bid**

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

Guidance for Procuring agency/Employer:

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

35.1.1. Comparing the bid price with the cost estimate;

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

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

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

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

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

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

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

F. AWARD OF CONTRACT

36. Criteria of Award

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

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

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

36.1.3. Successful negotiations have been concluded, if any.

37. Negotiations

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

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

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

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

37.1.4. finalizing payment arrangements;

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

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

38. Procuring agency's Right to reject All Bids

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

39. Notification of Award

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

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

works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

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

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

40. Signing of Contract

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

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

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

41. Performance Security (or Guarantee)

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

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

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

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

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

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

Any Performance Guarantee submitted shall be enforceable in Pakistan.

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

42. **Advance Payment**

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

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

43. General Performance of the Bidders

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

44. Corrupt & Fraudulent Practices

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. Grievance Redressal

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

H. MECHANISM OF BLACKLISTING

46. Mechanism of Blacklisting

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



Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	Name of Procuring Agency: NESPAK (GT & GE) The subject of procurement is: EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02, APG-04 AND APG-5) IN DISTRICT ATTOCK Expected commencement date: Thursday, October 1, 2026
2.	2.1	Financial year for the operations of the Procuring Agency: 2026-27 Name and identification number of the Contract: P102835
3.	3.1	JV/Consortium or Association Allowed: Yes Number of JV/Consortium Members: 2
B. Bidding Documents		

4.	6.2 & 6.4	The Bidders may seek clarifications through EPADS v2.0: Clarification Date: Thursday, September 10, 2026 Pre-Bid Meeting: Tuesday, September 8, 2026 11:00 AM Venue: NESPAK House; 1-C, Block-N, Model Town Extension, Lahore 54700-Pakistan
5.	7.2	Any addendum, in case issued, shall be published on NESPAK (GT & GE) website and on EPADS v2.0.
C. Preparation of Bids		
6.	8.1	List of documents required along with the bid: 1. As per attached annexure, provide all necessary documents including following: - 1. Geophysical Survey Equipment details 2. Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. 3. Method of performing the Works 4. HSE Policies and supporting documentary evidence 5. Details of SOPs of the Contractor 6. Integrity Pact
7.	9.1	The qualification criteria to establish the supply / production capability of the bidder. <i>see Eligibility Criteria</i>
8.	11.2	Works and Their related documents: <i>See section Required Scope of Work</i>

9.	11.1	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	11.4	Specifications: <i>see section of specifications.</i>
11.	11.5 & 13.5	The price shall be Fixed . The bid price shall be adjusted in accordance with Appendix provided - Formula for Price Adjustment.
12.	14.1	Currency of the Bids shall be : PKR
13.	16.1	The Bids/Bid Validity period shall be: 90 Days
14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6
15.	17.2	The Bid Security shall be in the form of: Call at Deposit, Bank Guarantee
16.	15.1	Alternative Bids to the requirements of the bidding documents willnot be permitted.
D. Submission of Bids		

17.	18.1 & 21.1	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; NESPAK House; 1-C, Block-N, Model Town Extension, Lahore 54700-Pakistan Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: Tuesday, September 15, 2026 02:00 PM
E. Opening and Evaluation of Bids		
18.	24.1	The Bids opening shall take place on EPADS v2.0. Day : Tuesday Date: September 15, 2026 Time : 02:30 PM
19.	30.2	Selection technique adopted will be: Least Cost Based Selection (LCBS) <i>see Evaluation Criteria</i>
F. Award of Contract		
20.	41.1 & 41.2	The Performance guarantee shall: 10.00%. The Performance Guarantee shall be acceptable in the form of: Bank Guarantee
21.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

22.	37	Grievance against this procurement shall be submitted online on EPADS v2.0.
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Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	Punjab (PRA)
Company (Private Limited)	PEC

Eligibility Criteria	Document
The Bidder should own or have assured access to the key items of equipment in full working order, and must demonstrate that, based on known commitments, these must be available for deployment on the proposed works. Attached requirements are annexed in respective annexures.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02, APG-04 AND APG-5) IN DISTRICT ATTOCK	Address: EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02, APG-04 AND APG-5) IN DISTRICT ATTOCK Schedule: 200 Days Quantity: 1/Qty	1/Qty	2300000 PKR

Related Services :

No



Work Specifications and Market Rates

Jobs Without Lots :

Job: EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02, APG-04 AND APG-5) IN DISTRICT ATTOCK

Specifications / Requirements:

Sr. No	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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1	A	GEOPHYSICAL STUDIES Electrical Resistivity Tomography (ERT): 3D ERT survey to be undertaken, resistivity contrasts maps between sandy channel fill, silts/clays and bedrock will be prepared. Induced Polarization (IP) survey: EM would be followed by IP to confirm the existence of heavy metallic minerals in response to their electrical chargeability where required. Electro Magnetic / EM: This item will cover the determination of heavy-mineral anomalies by exhibiting the conductivity of the subsurface metallic minerals. The purpose is to confirm and cross-validate the findings of the other geophysical methods. The Report shall be submitted for review and approval by the Client (MMD). The Contractor shall incorporate, at no additional cost, all comments, observations, corrections, and revisions required by the Client until final approval of the Report	Each Block	4		
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2	B	DRILLING: Conduct a percussion drilling program of nearly 350 boreholes to a nominal +30 m target depth (final depth to vary as required by subsurface lithology), using 12-18 in (≈300-500 mm) diameter borehole, at locations from geophysical/paleochannel studies interpretation. Obtain disturbed soil/sediment samples at every 10 ft (~3 m). This includes all labor, plant, consumables, casing/dewatering/access arrangements suitable for Indus dry riverbed conditions and comply with HSE and environmental requirements. Also include daily progress and complete borehole records (coordinates, depths, lithologic descriptions, recovery/penetration data, water levels), plus a final sample inventory.	LM	8000		
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3	C	SAMPLING: This item covers the full scope of on-site processing for sample and transportation to Lab and back to the Employer's store at Project Site of samples from each block borehole samples (at interval of each 3 m for each borehole). Properly bag, label, and log all samples under a basic QA/QC protocol. The work includes: Primary Processing: Collection, weighing of wet samples, gradation at screening unit for separating of gravels, coarse fine and fine material to prepare black sand concentrates through sluicer and panning. Sample Management: All handling, weighing, packaging, and documentation of samples throughout the process. Contractor will transport and deliver samples of concentrated sand under NESPAK witness to the designated lab for the QP recommended testing within specified timeline.	Nos.	3500		
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4	D	Monitoring Exploration Activities: This item covers the complete and continuous monitoring of all exploration activities through the best possible means which include installation of CCTV system. The scope includes the provision and installation of one camera at each drilling site and one camera at each sluicing site. Monitoring through smart system is subjected to the availability of uninterested connectivity at site. The system will allow for the continuous monitoring of drilling, sampling, Trenching and on-site processing ensuring adherence to all project protocols. Complete monitoring data, CCTV photage data etc. shall be provided to the Employer in hard drive as per his instructions.	Each Block	4		
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5	E	Exploratory Trenches and Process Sampling for Economic Feasibility This shall be finalized after lab test results of the boreholes. The scope of work for each exploratory trench includes excavation with dimensions of 10 meters long, 5 meters wide, and a provisional depth of 5 meters. The final depth will be determined on-site based on borehole exploration results. From each trench approximately 500 tons of excavated material shall be transported to a designated high-bunker processing unit for the preparation of placer gold concentrates. The primary purpose of this exercise is to conduct a detailed study for the calculation of excavation costs per ton, cost per single shift of excavation, and all allied costs. This data will be used to establish a clear comparison between excavation costs and the profitability based on the final percentage of gold recovered. The item covers all labor, equipment, fuel, and processing costs required to complete the trenching, transport to Lab and back to the Employer's store at Project Site, and sampling process. Contractor will transport and deliver samples of concentrated sand under NESPAK	L.M Depth Wise	40			
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6	F	Laboratory Testing: Project accredited Lab GARL ISLAMABAD or any other as per NESPAK and QP recommendations. [Note: The Contractor shall be reimbursed the cost of testing by the Employer as per actual based on the invoices of the above stated Lab. The Employer has provided Provisional Sum for this purpose]	Provisional Sums (Rs. 20,000,000)	-	-	
7		Total Engineer Estimate Cost				230000000
8	Sub-Total A to F.					
9	Punjab Sales Tax on Services @ 16% on items A to F.					

10	Total including Punjab Sales Tax on Services					
					GRAND TOTAL:	Rs230,000,000.00



Scope of Work

Scope of Work

The Contractor shall be responsible for the physical execution and delivery of all data and reports and field activities as per the defined scope of work and Schedule of Prices, and instructions of the Qualified Person (QP) under the direct supervision of NESPAK and to the strict quality compliance as per NI 43-101 standards.

The Contractor shall execute the following field activities strictly within the dates specified in the approved schedule. No deviation from these dates/ schedule shall be permitted until otherwise provided in the Conditions of Contract and that too without prior written approval from NESPAK.

Location Marking for Drilling

Based on the Topographic Survey / GIS Maps, duly interpreted Geophysical Studies coupled with Paleo-Channel Studies outcome, the Contractor shall physically mark and prepare all designated drilling locations on Blocks 1, 2, 4, and 5 as per survey coordinates provided by NESPAK. This includes clearing the pads and ensuring accessibility for heavy machinery.

Drilling Equipment and Rig Specification

The Contractor shall deploy minimum Ten nos. (10) heavy-duty percussion drilling rigs for each block to meet the timelines. These percussion rigs must be capable of penetrating through gravel, sand, silt, clay, and occasionally hard cobbles or thin bedrock layers. Each rig shall be equipped with a casing advancement system to prevent hole collapse in loose or water-saturated formations. The rigs should also have sufficient torque and pullback capacity to handle frequent start-stop cycles and potential stuck pipe situations arising from boulder encounters.

Drilling Activities

The Contractor shall carry out percussion drilling simultaneously in all blocks to meet the timelines. Each borehole shall be thirty meters deep or up to bedrock which comes first. Drilling shall be continuous through the alluvial overburden, which may contain layers of sandy gravel or gravelly sand with cobbles, boulders. The Contractor shall collect samples from each borehole at three-meter intervals. In cases where hole abandonment becomes unavoidable due to adverse ground conditions, the contractor shall relocate the borehole to a nearby alternative location approved by NESPAK.

On-Site Sample Preparation

The Contractor shall collect samples from each borehole at three-meter intervals. Each bulk sample shall be weighed and processed through a mobile trommel and sluice plant to produce a heavy mineral concentrate through panning or other approved methods. This concentrate shall be weighed, labeled with a unique sample identification number, and securely packaged in sealed polybags as finalized/instructed by QP/NESPAK. The contractor shall maintain a complete chain-of-custody register for all samples. The prepared concentrates shall be handed over to NESPAK's authorized representative at the site. The contractor shall not transport any samples to any laboratory nor conduct any assaying or testing.

Technical Human Resource Requirement

The Contractor shall provide a dedicated team of field personnel with relevant experience. The team composition shall include Drilling Supervisors and Geologists to manage drilling operations, track drilling depths, and supervise their respective crews. Each rig shall be manned by a crew of two to three drill operators and helpers, enabling continuous shift operations if required to maintain the schedule. Sample preparation technicians/ skilled labors shall be exclusively dedicated to the collection, weighing, processing, concentrating, and packaging of samples. Two separate trenching crews of two to three men each shall handle all excavation and trench sampling activities. All personnel shall possess valid National identity cards, physically fit to perform required operations and should have relevant experience where applicable.

On-Site Sample Preparation and Handling Protocol

The Contractor shall establish a fully equipped sample preparation station within the site camp. This station shall feature a mobile trommel unit for washing and screening bulk samples, coupled with a sluice box for gravity concentration of heavy minerals. The processing protocol is as follows. From each borehole, almost ten samples shall be extracted at three-meter (or as directed by the

QP) intervals using a split spoon or similar sampling device. Each bulk sample shall be weighed on a calibrated scale and its weight recorded in the sample log. The bulk sample shall then be fed into the trommel to remove oversize gravel and cobbles. The finer material shall pass through the sluice and panning to get heavy minerals concentrated. The resulting concentrate shall be carefully collected, weighed again, and transferred into a labeled polybag. Each bag shall bear a unique sample identification number linking it to the borehole number, depth interval, and date of collection. A duplicate split of each concentrate shall be prepared and stored separately for quality control and reference purposes. All sample bags shall be sealed with tamper-evident seals and stored in a locked container at the site. The contractor shall maintain a hand-written and signed chain-of-custody register documenting every sample from collection through processing to final handover. On a weekly basis or as agreed, the contractor shall hand over all accumulated concentrate samples along with the register to NESPAK's authorized representative.

Trenching Activities

The Contractor shall excavate trenches in Blocks where drilling activities are complete. Trenches shall be excavated to specified locations and depths, logged geologically and sampled systematically as instructed by NESPAK. Trenching activities include the excavation, preparation of samples (concentrated sand), their packing, labeling and transportation to the designated lab as per instructions of the NESPAK also stated as above.

CCTV Monitoring and Security System

To ensure complete transparency and security of all field operations, the Contractor shall install a fool-proof closed-circuit television monitoring system covering all critical operational zones. Cameras shall be positioned at every active drill pad, the sample preparation area, the concentrate storage container, and all trench excavation sites. The system shall comprise high-resolution weatherproof cameras with infrared night vision capability. Power shall be supplied through dedicated diesel generators or solar panels with battery backup to ensure uninterrupted operation throughout the project duration. All camera feeds shall be recorded on a local digital video recorder with a minimum storage capacity of thirty days. The system will be operational twenty-four hours a day, seven days a week from the date of mobilization until final demobilization. NESPAK and Mines and Minerals Department representatives shall have unrestricted physical access to view live feeds and retrieve recorded footage at any time. The contractor shall maintain a log of all CCTV operations, submit footages of recording etc. in hard drive as per instruction of NESPAK. The Contractor shall report any system malfunctions immediately to NESPAK and will fix them without delay.

Transportation and Logistics

The Contractor shall provide a comprehensive logistics fleet to support all field operations. Two low-bed trailers shall be deployed for the mobilization and demobilization of drilling rigs, the trommel plant, and other heavy equipment. These trailers shall also facilitate inter-block shifting of rigs as the work progresses from Blocks 2 and 4 to Blocks 1 and 5. Sufficient 4-wheel-drive pickup trucks shall be assigned for the daily movement of geologists, technicians, supervisors, and small equipment between the camp and various drill pads. These vehicles shall be equipped with appropriate tires and ground clearance for the rugged riverside terrain. A dedicated fuel bowser shall be stationed at the camp for on-site storage and dispensing of diesel and lubricants to all machinery, ensuring zero downtime due to fuel unavailability. One additional four-wheel-drive vehicle shall be reserved exclusively for emergencies, equipped with a comprehensive first-aid kit for medical evacuation or urgent supply runs. All vehicles shall be maintained in excellent mechanical condition with valid registration record available for NESPAK's inspection.

Environmental Protection and Site Restoration

The Contractor shall conduct all operations in compliance with the environmental regulations of Pakistan and the specific requirements of the Mines and Minerals Department. Prior to commencement of drilling and trenching, the contractor shall prepare and submit a site-specific Environmental Management Plan for NESPAK's approval. This plan shall cover waste management, spill prevention, dust suppression, noise control, and rehabilitation of disturbed areas. All drill pads, trench lines, and access tracks shall be restored to their original condition or better upon completion of work. This includes backfilling of trenches, leveling of drill pads, removal of all equipment and debris, and revegetation where feasible. Waste materials including used oil, contaminated soil, domestic garbage, and chemical containers shall be collected in designated bins and disposed of at approved facilities. The Contractor shall not discharge any wastewater, drilling fluids, or other pollutants into the River Indus or its tributaries. A final site restoration report with photographic evidence shall be submitted to NESPAK before final demobilization.

Health, Safety, and Emergency Preparedness

The safety of all personnel and the protection of public health shall be the Contractor's highest priority. The Contractor shall develop and implement a comprehensive Health, Safety, and Environment plan tailored to the specific risks of alluvial drilling and riverside operations. This plan shall be submitted to NESPAK for review and approval prior to mobilization. Personal Protective Equipment

including hard hats, steel-toe boots, high-visibility vests, safety glasses, gloves, and hearing protection shall be provided to all site personnel, and its use shall be strictly enforced. Regular safety toolbox talks shall be conducted daily before the start of each shift. A qualified first aider shall always be present on-site, supported by well-stocked first-aid kits at the camp and each drill pad. Emergency response procedures shall be established for potential incidents including drowning, snake bites, heat stroke, machinery accidents, and vehicle rollovers. Contact details of the nearest hospital, ambulance service, and police station shall be prominently displayed at the camp and in all vehicles. The Contractor shall conduct at least one full emergency drill per month and maintain a large amount of all safety inspections, incidents, and corrective actions. Any serious incident shall be reported to NESPAK immediately.

Deliverables to be Handed Over to NESPAK

Upon completion of the field scope, the Contractor shall formally hand over the following items (not limited) to NESPAK's authorized person. All raw field data including drilling depth records shall be delivered in both hard copy and digital formats. All prepared concentrate samples, including primary and duplicate sets, shall be handed over along with a complete and signed chain-of-custody register. Detailed drilling/ borehole drilling logs for every borehole shall be provided, documenting depth attained, lithological description of each three-meter interval, water table depth, casing details, and any abandonment events with reasons and relocation coordinates. Trenching logs shall similarly describe the excavated depths, lithology, and sample locations. The complete CCTV footage archive for the entire project duration shall be transferred to an external hard drive and handed over.

Sufficiency of Contract Price

The Contractor shall satisfy himself as to the correctness and sufficiency of its Contract Price and of the rates and prices entered in the Schedule of Prices. This includes but is not limited to mobilization and demobilization of all equipment, vehicles, and camp facilities; procurement, maintenance, and repair of all drilling rigs, support machinery, and vehicles; salaries, accommodation, food, insurance, and medical care for all personnel; purchase of fuel, lubricants, drilling consumables, and sample processing supplies; installation and operation of the CCTV monitoring system; Site camp establishment and maintenance; waste disposal and site restoration; and all administrative and overhead costs related to field operations. NESPAK shall not be liable to reimburse the Contractor for any direct or indirect costs or expenses beyond the amounts determined in accordance with the agreed Schedule of Prices. Payment shall be made only for the Works properly executed and valued in accordance with Clause 11 of the Conditions of

Contract, subject to satisfactory completion of deliverables and approval by Qualified Person (QP) / NESPAK.

Quality Assurance and Quality Control

The Contractor shall implement a strong quality assurance and quality control system covering all field activities. This system shall include calibration of all survey and other equipment as per manufacturer standards; verification of drilling depths and sample intervals using independent measurements; daily reconciliation of sample numbers against the chain-of-custody register; regular inspections of sample preparation procedures to prevent cross-contamination; and periodic audits of CCTV footage to confirm compliance with operational protocols. NESPAK's site representative shall have the authority to conduct unannounced inspections, witness any activity, and require corrective actions if quality standards are not met. The Contractor shall maintain complete records of all quality control checks and make them available for review at any time.

Insurance and Indemnity

The Contractor shall procure and maintain comprehensive insurance coverage for the entire duration of the Project as per requirements specified in the Conditions of Contract. This shall include but not be limited to third-party liability insurance covering bodily injury and property damage arising from the contractor's operations; workers' compensation insurance for all employees; insurance for all equipment, vehicles, and camp assets against theft, fire, and accidental damage; and public liability insurance for the project site. Copies of all insurance policies shall be submitted to NESPAK prior to mobilization. The Contractor shall indemnify and hold harmless NESPAK and the Mines and Minerals Department from any claims, losses, damages, or liabilities arising from the Contractor's negligent acts, omissions, or breach of contract, except where such claims arise solely from NESPAK's own negligence.

Confidentiality and Data Ownership

All field data, samples, logs, photographs, CCTV footages, and any other information collected or generated by the contractor during this project shall be the exclusive property of the Mines and Minerals Department through NESPAK. The Contractor shall not disclose, publish, or share any project-related information with any third party without the express written consent of NESPAK. Upon Project completion, the Contractor shall return all documents, maps, and digital data supplied by NESPAK and shall not retain any copies. The Contractor shall ensure that all personnel are bound by appropriate confidentiality obligations.

Price Schedule

For Individual Jobs

#	Job Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

5.2. A {DOCUMENTS}

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract

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

8. Commencement of Services

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

9. Program schedule

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

10. Starting Date/Expiration Date

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

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

11. Entire Agreement

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

12. Modification

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

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

13. Force Majeure

13.1. Definition

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

13.2. No Breach of Contract

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

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

13.3. Extension of Time

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

13.4. Payments

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

14. Termination

14.1. By the Procuring Agency

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

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

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

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

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

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

14.2. By the Contractor

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

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

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

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

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

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

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

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

15.2. Law Applicable to Services

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

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

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

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

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

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

17. Insurance to be Taken Out by the Contractor

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

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

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

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the SCC.

19. Reporting Obligations

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

20. Liquidated Damages

20.1. Payments of Liquidated Damages

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

20.2. Correction for Over-payment

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

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

20.3. Lack of performance penalty

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

21. Performance Guarantee

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

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

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

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

22. Sustainable Procurement

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

D. Contractor's Personnel

23. Description of Personnel

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

24. Removal and / or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

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

26. Services and Facilities

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

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

F. Payments to the Contractor

27. Contract Price

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

28. Terms and Conditions of Payment

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

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

29. Quality Control Identifying Defects

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

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

29.2. A {INSPECTION}

30. Correction of Defects, and Lack of Performance Penalty

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

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

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

31. Settlement of Disputes Amicable Settlement

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

32. Dispute Settlement

32.1. Arbitration

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

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



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: NESPAK (GT & GE), Senior Geologist NESPAK House; 1-C, Block-N, Model Town Extension, Lahore 54700-Pakistan

The Supplier is:

The title of the subject procurement is: EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02, APG-04 AND APG-5) IN DISTRICT ATTOCK

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

NESPAK (GT & GE), Senior Geologist
NESPAK House; 1-C, Block-N, Model Town Extension, Lahore 54700-Pakistan
+92-333-430-7114
apg.gmm@nespak.com.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

NESPAK (GT & GE), Senior Geologist
NESPAK House; 1-C, Block-N, Model Town Extension, Lahore 54700-Pakistan
+92-333-430-7114
apg.gmm@nespak.com.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

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

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.05% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

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

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Inspections & Tests Requirements

Bidder shall provide adequate information and inspection (if required) to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in relevant attached annexures.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)
- ii. At future of negotiation the dispute shall be resolved through mediation...
- iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

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

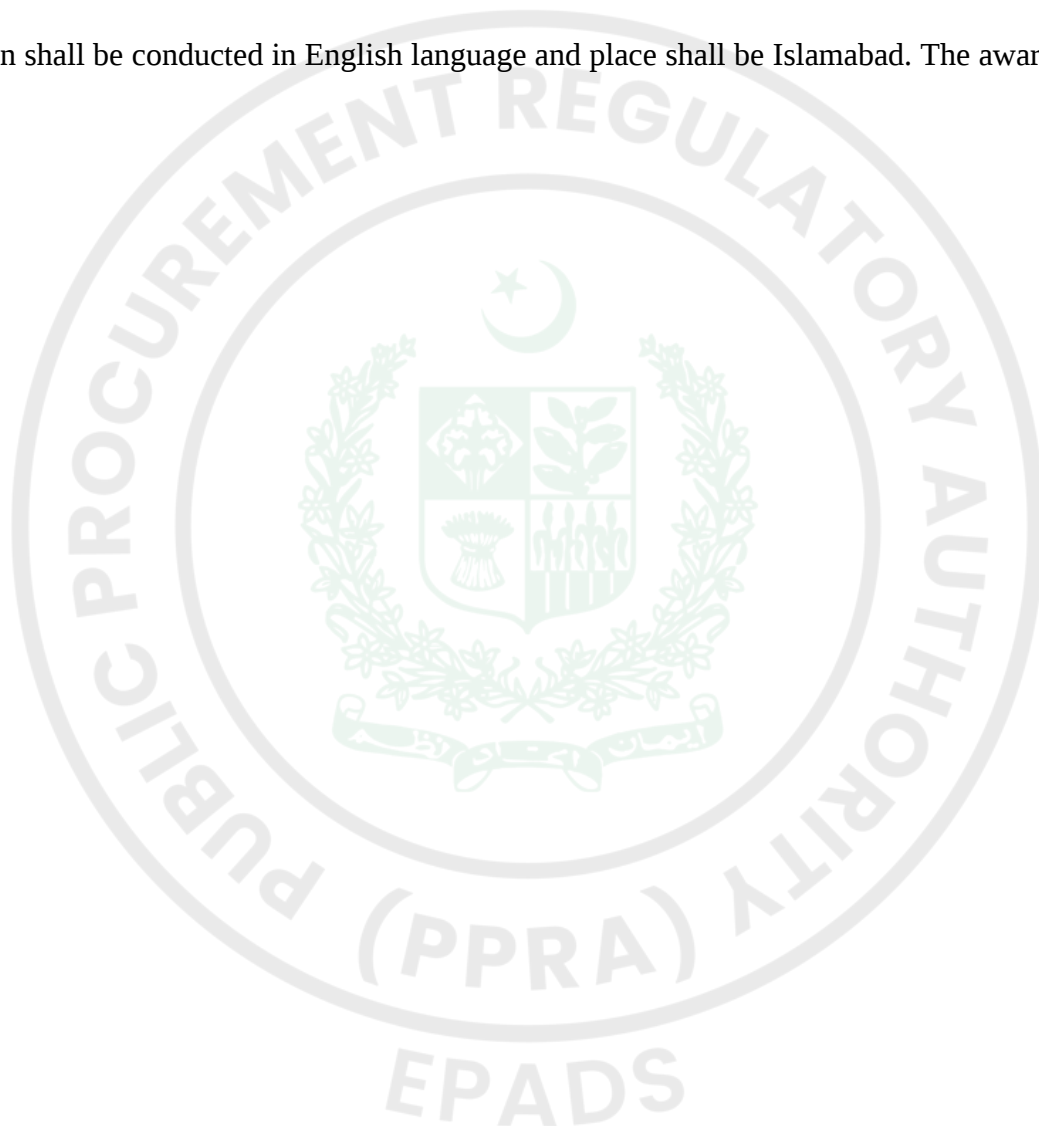
Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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





Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P102835**

To: **NESPAK (GT & GE), Senior Geologist NESPAK House; 1-C, Block-N, Model Town Extension, Lahore 54700-Pakistan**

We, the undersigned, declare that:

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

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

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

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

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



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **NESPAK (GT & GE), Senior Geologist NESPAK House; 1-C, Block-N, Model Town Extension, Lahore 54700-Pakistan**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02, APG-04 AND APG-5) IN DISTRICT ATTOCK (P102835)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

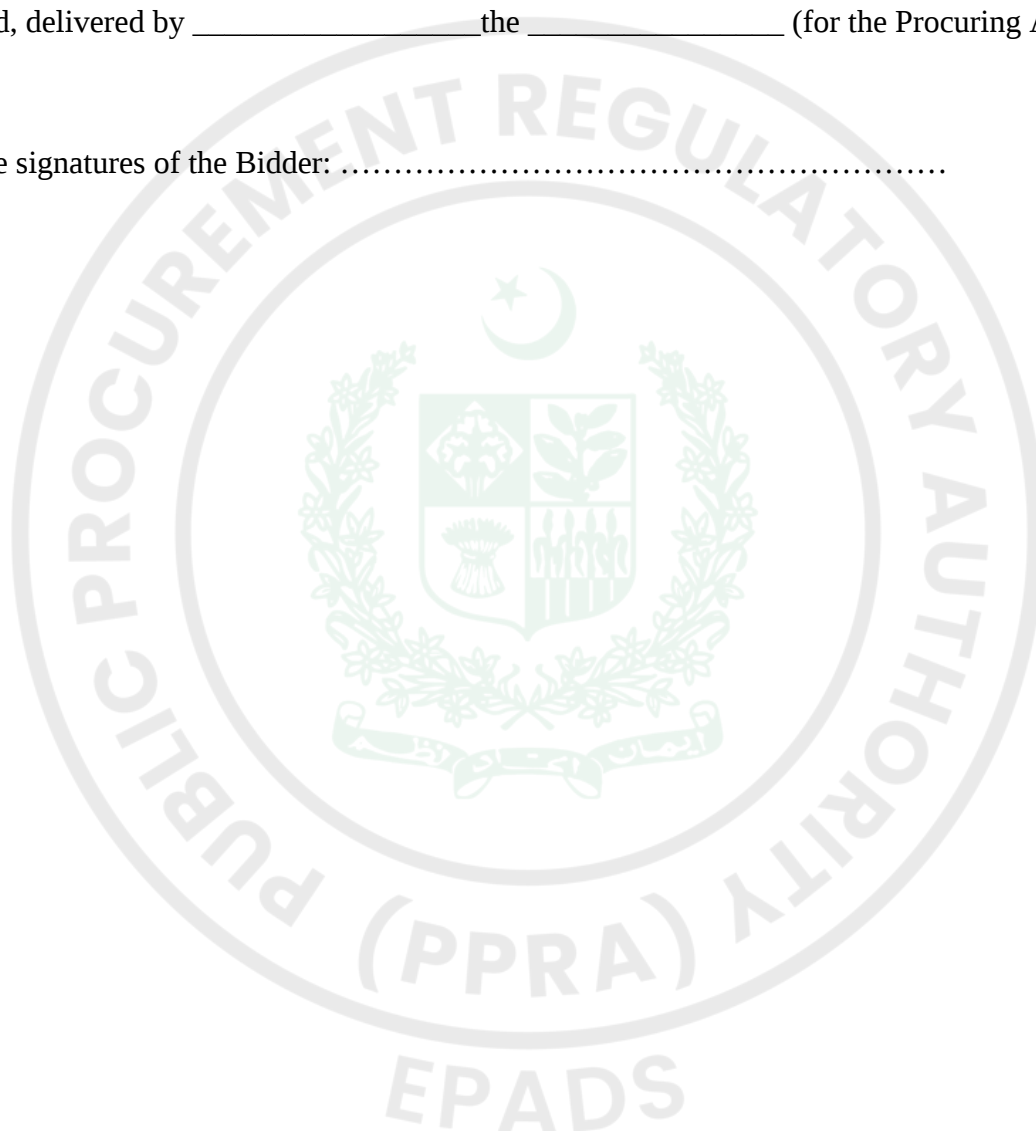
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **NESPAK (GT & GE), Senior Geologist NESPAK House; 1-C, Block-N, Model Town Extension, Lahore 54700-Pakistan**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

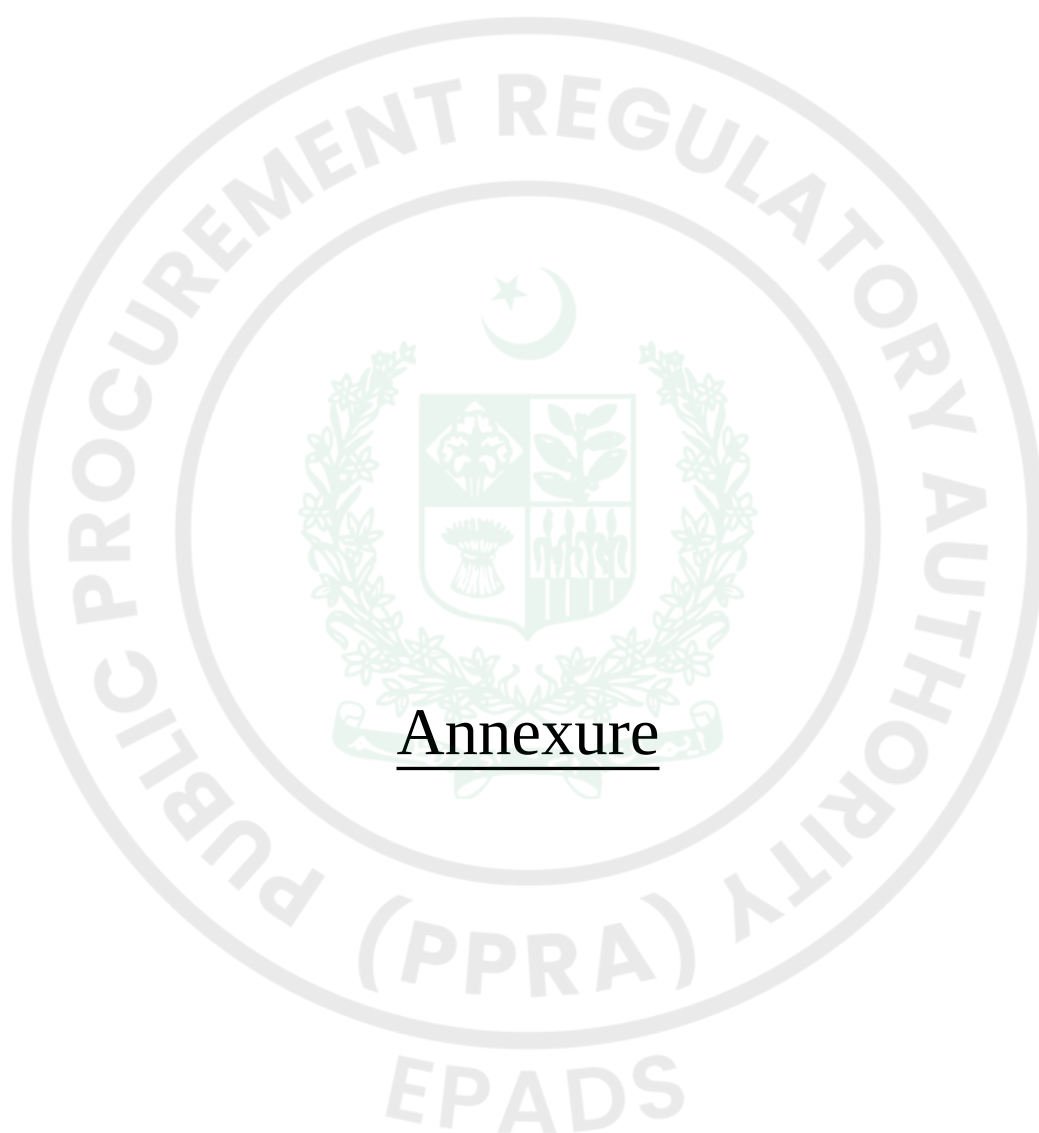
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Bidding Documents

Bidders shall comply with the instructions mentioned in attached Bidding Documents.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidding Documents** (page number: 88)





Procurement Forms

Past Construction Experiences

Successful experience as contractor/subcontractor in the execution of at least five (5) projects involving geotechnical (drilling) investigations within the last five (05) years. This experience should specifically be of geotechnical investigations including sampling, lab testing and report writing.

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 151)

Contractor's Key Personnel Representative and Their Schedules

The Bidder must have suitably qualified and experienced personnel to fulfill the positions tabulated below. Detailed CVs of the core team members and skilled supporting staff to be attached, highlighting relevant expertise in:

- Drilling, Sampling Operations, Trenching
- Sample Preparation and On-site Concentration Techniques
- Monitoring through CCTV and access to Dashboard

Sr. No.	Position	Qualification	No.	Minimum Experience (Years)
1	Technical Manager	M.Sc. /B.S (Applied Geology/Geology). Higher Qualification will be preferred	1	10
2	Site Geologist/ Supervisor / Engineer	M.Sc./B.S. Geology/Applied Geology or B.Sc. Civil Engg./ B.Sc. Geological Engg.	5	3
3	HSE Supervisor	HSE Certification course preferably NEBOSH IGC level 3	1	3
4	IT Expert	Relevant Qualification in monitoring and CCTV surveillance	1	3
5	Driller	Literate	5	3

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 157)

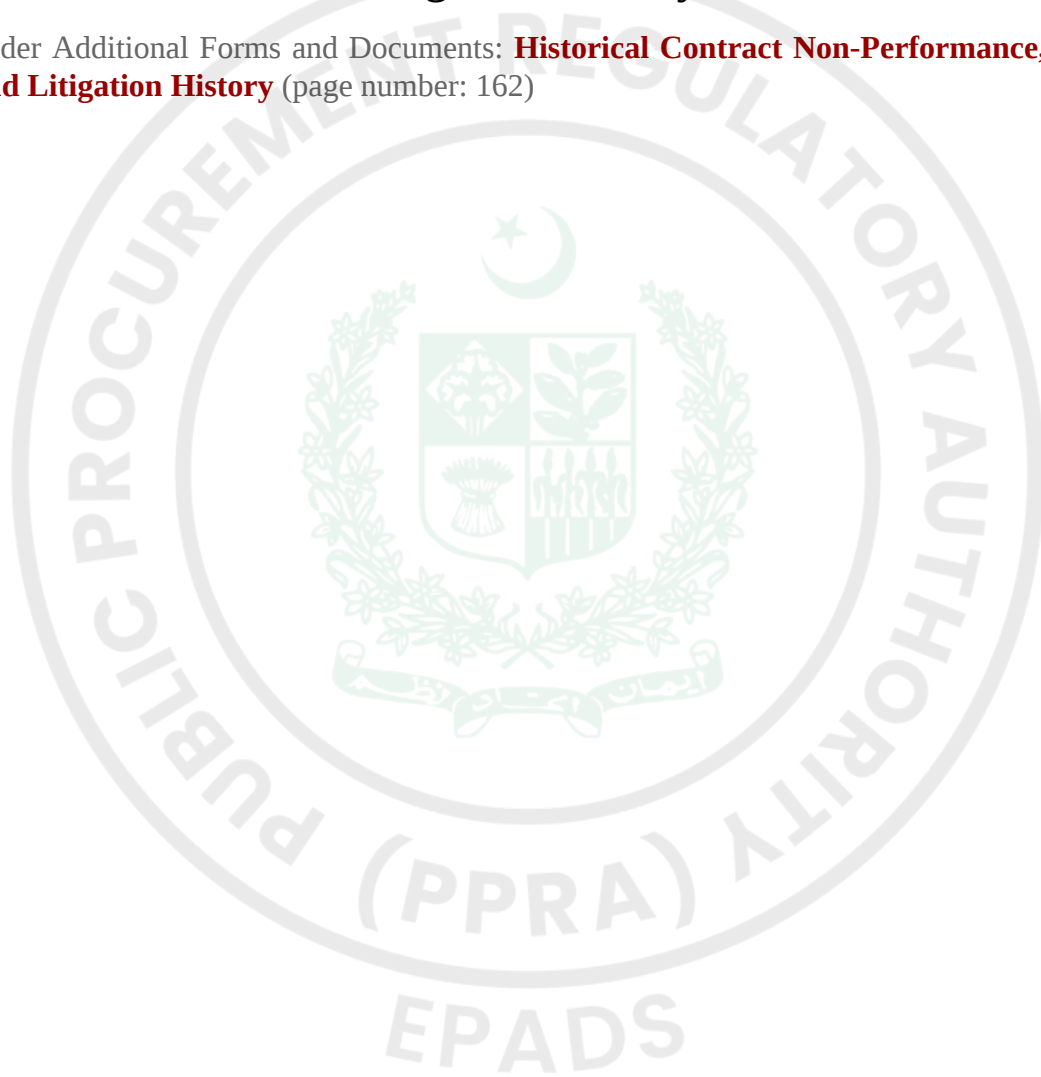
Past Experience and Completed Contracts

Attach copy of Letter of Awards / Project Completion Certificates for any five (5) projects involving bulk of geotechnical (drilling) investigations within the last five (05) years.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 161)

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 162)







Additional Forms and Documents

**EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02,
APG-04 AND APG-5) IN DISTRICT ATTOCK**

BIDDING DOCUMENTS

August, 2026



NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED
Geotechnical & Geoenvironmental Engineering Division, NESPAK House, 1-C, Block-N, Model Town
Extension, Lahore

INVITATION FOR e-BIDS

EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02, APG-04 AND APG-5) IN DISTRICT ATTOCK

National Engineering Services Pakistan (Pvt.) Limited (NESPAC) (the “Employer”) invites electronic bids through EPADS from eligible constructors, registered with Income Tax Department and who are on Active Taxpayers List of Federal Board of Revenue, having valid PEC registration in the category relevant to the value of the Works, for carrying out the Exploration Studies of 04 Placer Gold Blocks (APG-1, APG-02, APG-04 and APG-5) in District Attock.

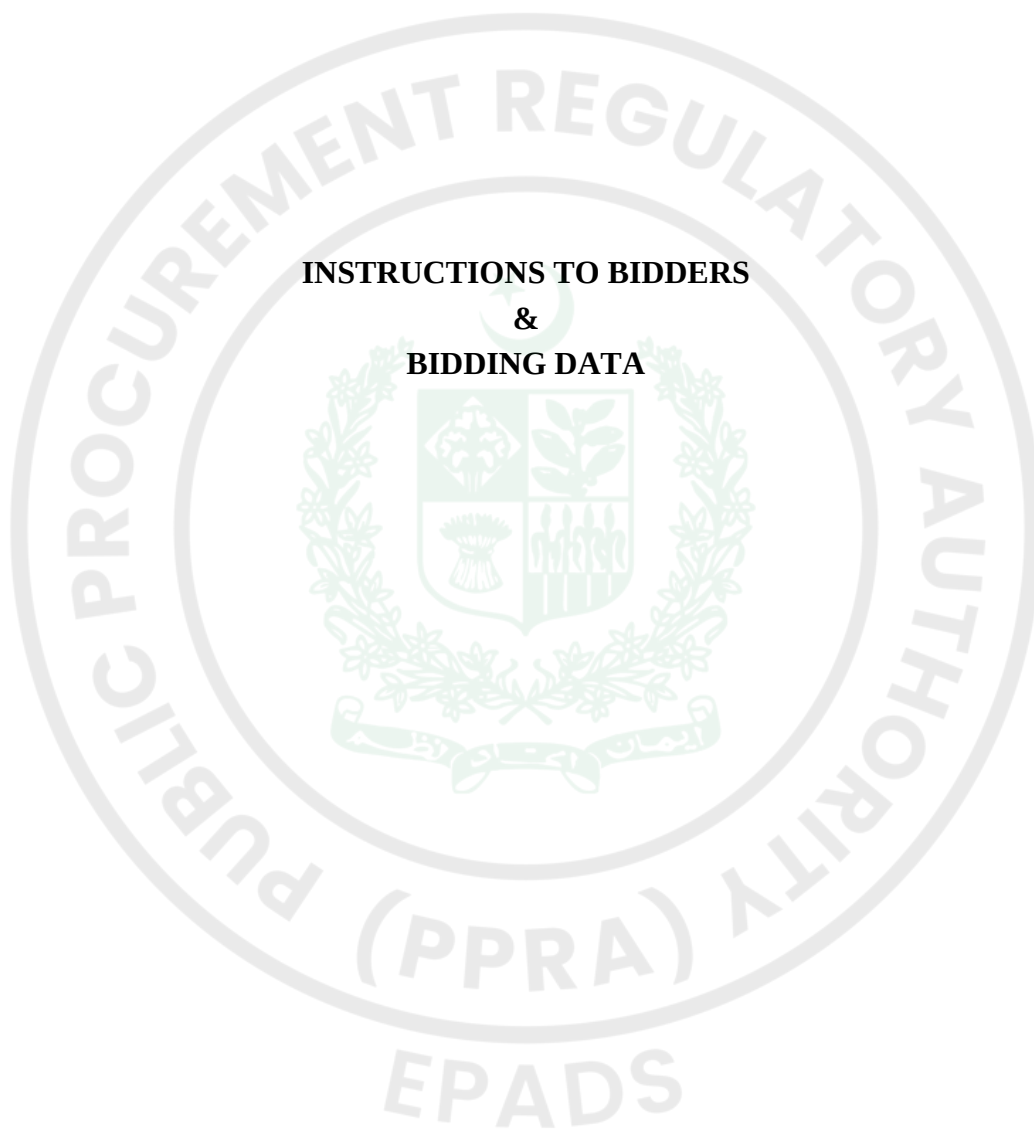
e-Bidding Documents based on Single Stage One Envelope bidding procedure, containing detailed terms and conditions etc., are available for the registered constructors on EPADS at www.eprocure.gov.pk and Public Procurement Regulatory Authority (PPRA) website (www.ppra.gov.pk) and the Employer’s website (www.nespak.com.pk).

The electronic Bids, prepared in accordance with the instructions provided in the Bidding Documents, must be submitted through EPADS on or before 1400 hours, September 15, 2026. Hard copy of Bids shall not be accepted. Electronic Bids will be opened on the same day at 1430 hours, on www.eprocure.gov.pk, at the address given below in the presence of the Bidders’ representatives who choose to attend.

Original Bid Security must be submitted to the Employer at the address given below on or before the deadline for submission of Bids stated herein above otherwise such Bid(s) shall be rejected. Copy of the original Bid Security must be uploaded through EPADS online portal along with the Bid.

General Manager / Head
Geotechnical & Geoenvironmental Engineering Division
NESPAC House, 1-C, Block N,
Model Town Extension, Lahore Pakistan – 54700
Tel: +92-42-99090000 (Ext. 300 & 310)
Fax: +92-42-99231950
E-mail: geotech@nespak.com.pk





INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

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.

IB.2 Eligible Bidders

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

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.
- b) duly pre-qualified/enlisted with the Employer.

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. Bidding Data
2. Form of Bid & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact

(5)

3. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing in advance at the Employer's address indicated in the Bidding Data.
- 5.2 A Pre-Bid Meeting shall be held on [Date] at [Time] at [Venue] to address queries and provide necessary clarifications. Any clarification or addendum issued by the Employer shall form part of the Bidding Documents and shall be binding on all Bidders.

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

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) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB.14.3.

- (d) Bid Security furnished in accordance with Clause IB.13.
- (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
- (f) Documentary evidence in accordance with Clause IB.11
- (g) 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 scope of works and things necessary for the proper completion of the Works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing 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 in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favor of the Employer valid for a period up to twenty-eight (28) days beyond the bid validity date.
- 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
- 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 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No 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.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be

signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable).

- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BID

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

- 15.1 Bids must be received by the Employer at the address/in person 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 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The Employer will open the bids, in the presence of 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. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price which is not read out and recorded at bid opening will not be considered in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the 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 there is no change in the price or substance of the Bid shall be sought, offered or permitted.

- 16.4 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 Evaluated Bid Price

In evaluating the bids, the 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
- (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

Any effort by a bidder to influence 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 on the time after the announcement of the bid evaluation result.

E. 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 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 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 Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) 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 (7) 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 fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of 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

Instructions to Bidders

Clause Reference

1.1 Name of Employer

National Engineering Services Pakistan (Pvt.) Limited (NESPAK)

Brief Description of Works

Exploration studies of 4 blocks of placer gold (APG-01, 02, 04 and 05) which include geophysical studies, drilling, monitoring, sample processing, laboratory testing from GARL, Islamabad, Trenching, etc.

2. The text of Sub-Clause IB.2.1 is deleted and substituted by following:

2.1 This Invitation for e-Bids is open to all Bidders meeting the following requirements at the time of submission of Bids and thereafter:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works. In case validity of licence has expired, application for renewal of licence along with fee receipt shall also be submitted;
- b) must be on Active Taxpayer List of the Federal Board of Revenue and provincial revenue authority/ board where applicable; and
- c) the Bidder including proposed subcontractors do not appear in the list of debarred/blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and have not been declared debarred/blacklisted by foreign country, international organizations or other foreign institutions.

The text of Sub-Clause IB.5.1 is deleted and substituted by following:

5.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing on EPADS. The Employer will respond on EPADS to any request for clarification which he receives not later than five (05) days prior to the deadline for the submission of Bids. The Employer's response shall be on EPADS including a description of the enquiry but without identifying its source.

5.2 A Pre-Bid Meeting shall be held on Sep 08, 2026 at 1100 hrs at NESPAK House, Lahore.

6.2 The text of Sub-Clause IB.6.2 is deleted and substituted by following:

Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing through EPADS. The Bidder shall also confirm in the Form of Bid that the information contained in such addendum have been considered in

preparing his Bid.

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

11.2 The bidder has to comply with the qualification criteria attached as Annex-A at the end of this section.

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

(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**

PKR 2,300,000.

The scanned copy of Bid Security to be attached on EPADS with the Bid. The original Bid Security shall reach to the Employer on or before deadline of submission of Bids to the address specified in Invitation for e-Bids; otherwise, such Bid shall be rejected by the Employer as non-responsive.

Delete the text reading as “or an insurance company having at least AA rating from PACRA/JCR”.

14.1 **Period of Bid Validity**

Ninety (90) Days.

14.4&14.5 The Bidder shall upload the documents comprising the bid as described in Clause IB.8 in the respective sections of the EPADs portal.

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

The text of Sub-Clause IB.14.6 is deleted and substituted by the following:

Hard copy of bids shall not be acceptable. Bids must be submitted electronically via the EPADS portal only.

15.1 **Deadline for Submission of Bids**

As stated in Invitation for e-Bids.

15.4 **Modification or Withdrawal of Bids**

The text of Sub-Clause IB.15.4 is deleted and substituted by the following;

A bidder may modify or withdraw its bid using the 'Withdraw/Substitute' feature of the EPADS portal at any time prior to the deadline for submission of Bids.

16.1 Venue, Time, and Date of Bid Opening

As stated in Invitation for e-Bids.

16.3 The text of Sub-Clause IB.16.3 is deleted and substituted by the following;

To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates and lump sum prices on EPADS. Any clarification submitted by a Bidder on EPADS that is not in response to a request by the Employer shall not be considered. The request for clarification and the response shall be in writing on EPADS. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause IB.16.4. All such confirmation/submission of missing information shall be made through EPADS.

16.4 Responsiveness of Bids

The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in Sub-Clause IB.8 hereof subject to following requirements.

- (i) the Bid is complete and does not deviate from the scope;
- (ii) the Bid is valid till required period,
- (iii) it is accompanied with acceptable bid security;
- (iii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
- (iv) completion period offered is within specified limits,
- (v) the Bidder 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.

16.5 Price Adjustment

- (iii) Price Adjustment for Deviations in Terms of Payment
Not Applicable

Qualification Criteria

A. General Information

The Bidder shall provide general information as per the format specified in the Form A-1.

B. Work Experience

The Bidder shall meet the following minimum criteria:

Successful experience as contractor/subcontractor in the execution of at least five (5) projects involving geotechnical (drilling) investigations within the last five (05) years. This experience should specifically be of geotechnical investigations including sampling, lab testing and report writing. The Bidder will supply information as per the format specified in the Form A-2.

C. Personnel Capabilities

The Bidder must have suitably qualified and experienced personnel to fulfill the positions tabulated below. The Bidder will supply information as per the format specified in the Form A-3. Detailed CVs of the core team members and skilled supporting staff to be attached, highlighting relevant expertise in:

- Drilling, Sampling Operations, Trenching
- Sample Preparation and On-site Concentration Techniques
- Monitoring through CCTV and access to Dashboard

Sr. No.	Position	Qualification	No.	Minimum Experience (Years)
1	Technical Manager	M.Sc. /B.S (Applied Geology/Geology). Higher Qualification will be preferred	1	10
2	Site Geologist/ Supervisor / Engineer	M.Sc./B.S. Geology/Applied Geology or B.Sc. Civil Engg./ B.Sc. Geological Engg.	5	3
3	HSE Supervisor	HSE Certification course preferably NEBOSH IGC level 3	1	3
4	IT Expert	Relevant Qualification in monitoring and CCTV surveillance	1	3
5	Driller	Literate	5	3

D. Equipment Capabilities

The Bidder should own or have assured access to the following key items of equipment in full working order, and must demonstrate that, based on known commitments, these must be available for deployment on the proposed works.

Sr. No.	Equipment Type & Characteristics	Minimum Number Required
1	Straight Rotary Drilling rig complete in all respects including drilling rods, bits, mud pumps etc. along with at least one stand-by rig. The equipment shall be sufficient to complete the investigations within the time schedule	1
2	Percussion Boring rig (>300 mm diameter), complete in all respects including tripod, chisel / bit etc.	10
3	Casing sets having various diameters for all types of boring at least 30 m in length with casing shoe	10
4	Core barrels (single tube & double tube) including coring and casing bits	2
5	Hydraulic jacks with all accessories for the extraction of casings	1
6	Electrically operated sounder for groundwater level measurement	1
7	Test pit excavation equipment complete in all aspects	2
8	Complete Set of Equipment for Preparation of Black Sand i.e., Sample Processing Unit etc.	1

The Bidder will supply information as per the format specified in the Form A-4.

Form A-1
General Information

Name of Bidder:	
Head Office Address	
Telephone	Name, Designation and Contact Number of Authorized Representative* ¹
Fax	E-mail
Place of Incorporation/Registration Certificates of the firm* ²	Year of incorporation/registration* ²

**¹ Power of Attorney of Authorized Representative.*

**² Articles of incorporation or constitution of the legal entity named above or equivalent documents of registration.*

Form A-2
Work Experience

Sr. No.	Name of Project	Value of Drilling Contract* (Pak Rs.)	Contract Duration

**Attach copy of Letter of Awards / Project Completion Certificates for any five (5) projects involving bulk of geotechnical (drilling) investigations within the last five (05) years.*

Form A-3
Personnel Capabilities

Sr. No.	Name of Person	Qualification	Designation/ Position*	Total Experience

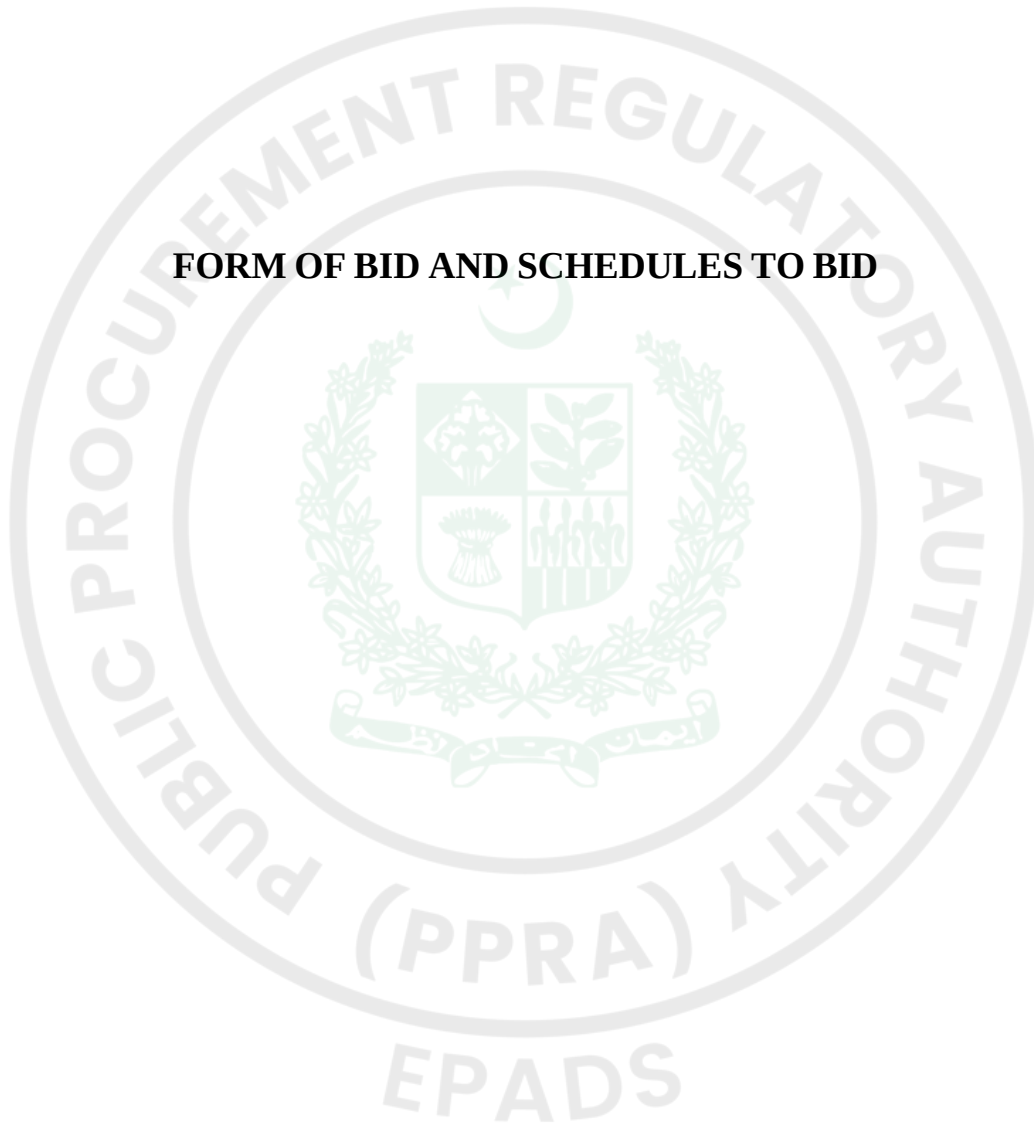
**Attach CVs of the Key Staff Members indicating relevant experience and expertise as per requirements delineated in paragraph C of Annex A.*

Form A-4
Equipment Capabilities

Sr. No.	Equipment Description	Capacity	Number of Equipment	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased	Current Location

**Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in paragraph D of Annex A.*

FORM OF BID AND SCHEDULES TO BID



FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

EXPLORATION STUDIES OF 04 PLACER GOLD BLOCKS (APG-1, APG-02, APG-04 AND APG-5) IN DISTRICT ATTOCK

To:

General Manager / Head
Geotechnical & Geoenvironmental Engineering Division
NESPAK House, 1-C, Block N,
Model Town Extension, Lahore Pakistan

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, doing business under the name of and address _____ 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 Pak Rs _____ (Pak Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We meet the eligibility requirements in accordance with IB.2.
3. We, including proposed subcontractors do not appear in the list of debarred/ blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and have not been declared debarred/ blacklisted by foreign country, international organizations or other foreign institutions.
4. We understand that all the Schedules attached hereto form part of this Bid.
5. 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.
6. 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.
7. 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.
8. 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.
9. We undertake, if our Bid is accepted, to execute the Performance Security referred to in

(22)

Conditions of Contract for the due performance of the Contract.

10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. 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 _____, 2026

Signature _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address

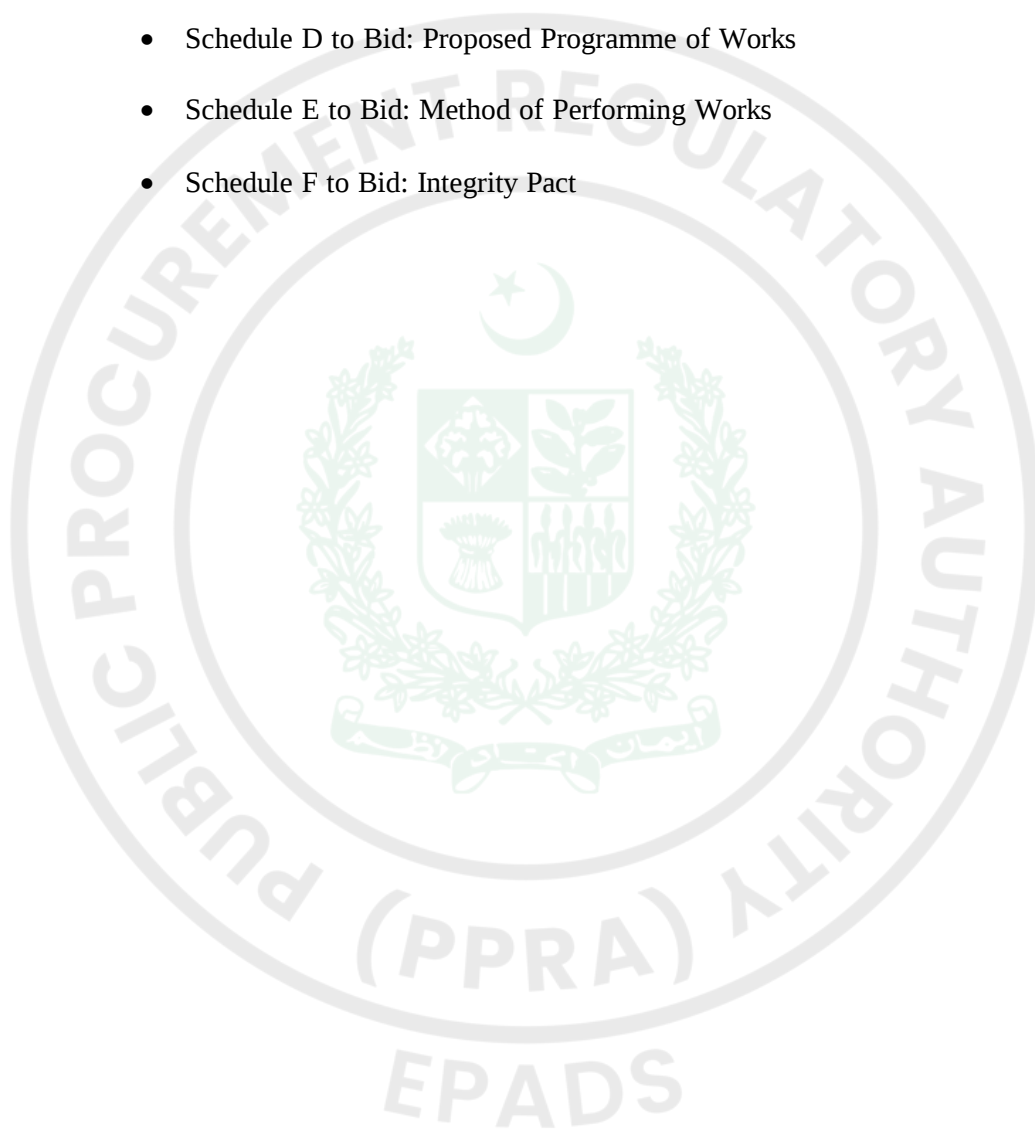
Witness:

(Signature) _____

Name: _ Address: _____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact



SCHEDULE A TO BID

A. 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 Systeme Internationale d' Unites (SI Units).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies, except Punjab Sales Tax on Services, 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.
- 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

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.

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 Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer to utilise such sums.

B. SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (PKR)	AMOUNT (PKR)
A- GEOPHYSICAL STUDIES					
	Electrical Resistivity Tomography (ERT): 3D ERT survey to be undertaken, resistivity contrasts maps between sandy channel fill, silts/clays and bedrock will be prepared. Induced Polarization (IP) survey: EM would be followed by IP to confirm the existence of heavy metallic minerals in response to their electrical chargeability where required. Electro Magnetic / EM: This item will cover the determination of heavy-mineral anomalies by exhibiting the conductivity of the subsurface metallic minerals. The purpose is to confirm and cross-validate the findings of the other geophysical methods. The Report shall be submitted for review and approval by the Client (MMD). The Contractor shall incorporate, at no additional cost, all comments, observations, corrections, and revisions required by the Client until final approval of the Report	Each Block	4		
B	DRILLING: Conduct a percussion drilling program of nearly 350 boreholes to a nominal +30 m target depth (final depth to vary as required by subsurface lithology), using 12–18 in (≈300–500 mm) diameter borehole, at locations from geophysical/paleochannel studies interpretation. Obtain disturbed soil/sediment samples at every 10 ft (~3 m). This includes all labor, plant, consumables, casing/dewatering/access arrangements suitable for Indus dry riverbed conditions and comply with HSE and environmental requirements. Also include daily progress and complete borehole records (coordinates, depths, lithologic descriptions, recovery/penetration data, water levels), plus a final sample inventory.	LM	8000		
C	SAMPLING: This item covers the full scope of on-site processing for sample and transportation to Lab and back to the Employer's store at Project Site of samples from each block borehole samples (at interval of each 3 m for each borehole). Properly bag, label, and log all samples under a basic QA/QC protocol. The work includes: Primary Processing: Collection, weighing of wet samples, gradation at screening unit for separating of gravels, coarse fine and fine material to prepare black sand concentrates through sluicer and panning. Sample Management: All handling, weighing, packaging, and documentation of samples throughout the process. Contractor will transport and deliver samples of concentrated sand under NESPAK witness to the designated lab for the QP recommended testing within specified timeline.	Nos.	3500		

D	Monitoring Exploration Activities: This item covers the complete and continuous monitoring of all exploration activities through the best possible means which include installation of CCTV system. The scope includes the provision and installation of one camera at each drilling site and one camera at each sluicing site. Monitoring through smart system is subjected to the availability of uninterested connectivity at site. The system will allow for the continuous monitoring of drilling, sampling, Trenching and on-site processing ensuring adherence to all project protocols. Complete monitoring data, CCTV photage data etc. shall be provided to the Employer in hard drive as per his instructions.	Each Block	4		
E	Exploratory Trenches and Process Sampling for Economic Feasibility This shall be finalized after lab test results of the boreholes. The scope of work for each exploratory trench includes excavation with dimensions of 10 meters long, 5 meters wide, and a provisional depth of 5 meters. The final depth will be determined on-site based on borehole exploration results. From each trench approximately 500 tons of excavated material shall be transported to a designated high-bunker processing unit for the preparation of placer gold concentrates. The primary purpose of this exercise is to conduct a detailed study for the calculation of excavation costs per ton, cost per single shift of excavation, and all allied costs. This data will be used to establish a clear comparison between excavation costs and the profitability based on the final percentage of gold recovered. The item covers all labor, equipment, fuel, and processing costs required to complete the trenching, transport to Lab and back to the Employer's store at Project Site, and sampling process. Contractor will transport and deliver samples of concentrated sand under NESPAK witness to the designated lab for the QP recommended testing within specified timeline.	L.M Depth Wise	40		
F	Laboratory Testing: Project accredited Lab GARL ISLAMABAD or any other as per NESPAK and QP recommendations. [Note: The Contractor shall be reimbursed the cost of testing by the Employer as per actual based on the invoices of the above stated Lab. The Employer has provided Provisional Sum for this purpose]	Provisional Sums	-	-	20,000,000

Sub-Total A to F.	
Punjab Sales Tax on Services @ 16% on items A to F.	
Total including Punjab Sales Tax on Services	



SCHEDULE - B TO BID

SPECIFIC WORKS DATA

The Mines and Minerals Department, Government of Punjab, through the Geological Survey of Pakistan (GSP), successfully completed a seminal study from 2019 to 2023 titled "Potential Evaluation of Placer Gold Deposits in River Indus from GHAZI to ATTOCK KHURD, District Attock." This study, conducted over an area of approximately 18 km², established the potential existence of placer gold deposits through topographical (drone) surveys, geological mapping, geophysical investigations (Magnetic, ER, IP), drilling, sampling, and analysis.

The GSP report confirmed the presence of placer gold and estimated an "Inferred Resource" as per international exploration standards. Given the high market demand for placer gold, the Mines and Minerals Department has decided to upgrade the confidence level of this resource estimation from Inferred to "Indicated", compliant with the NI 43-101 international reporting standards.

Scope of Work

The Contractor shall be responsible for the physical execution and delivery of all data and reports and field activities as per the defined scope of work and Schedule of Prices, and instructions of the Qualified Person (QP) under the direct supervision of NESPAK and to the strict quality compliance as per NI 43-101 standards.

The Contractor shall execute the following field activities strictly within the dates specified in the approved schedule. No deviation from these dates/ schedule shall be permitted until otherwise provided in the Conditions of Contract and that too without prior written approval from NESPAK.

Location Marking for Drilling

Based on the Topographic Survey / GIS Maps, duly interpreted Geophysical Studies coupled with Paleo-Channel Studies outcome, the Contractor shall physically mark and prepare all designated drilling locations on Blocks 1, 2, 4, and 5 as per survey coordinates provided by NESPAK. This includes clearing the pads and ensuring accessibility for heavy machinery.

Drilling Equipment and Rig Specification

The Contractor shall deploy minimum Ten nos. (10) heavy-duty percussion drilling rigs for each block to meet the timelines. These percussion rigs must be capable of penetrating through gravel, sand, silt, clay, and occasionally hard cobbles or thin bedrock layers. Each rig shall be equipped with a casing advancement system to prevent hole collapse in loose or water-saturated formations. The rigs should also have sufficient torque and pullback capacity to handle frequent start-stop cycles and potential stuck pipe situations arising from boulder encounters.

Drilling Activities

The Contractor shall carry out percussion drilling simultaneously in all blocks to meet the timelines. Each borehole shall be thirty meters deep or up to bedrock which comes first. Drilling shall be continuous through the alluvial overburden, which may contain layers of sandy gravel or gravely sand

with cobbles, boulders. The Contractor shall collect samples from each borehole at three-meter intervals. In cases where hole abandonment becomes unavoidable due to adverse ground conditions, the contractor shall relocate the borehole to a nearby alternative location approved by NESPAK.

On-Site Sample Preparation

The Contractor shall collect samples from each borehole at three-meter intervals. Each bulk sample shall be weighed and processed through a mobile trommel and sluice plant to produce a heavy mineral concentrate through panning or other approved methods. This concentrate shall be weighed, labeled with a unique sample identification number, and securely packaged in sealed polybags as finalized/instructed by QP/NESPAK. The contractor shall maintain a complete chain-of-custody register for all samples. The prepared concentrates shall be handed over to NESPAK's authorized representative at the site. The contractor shall not transport any samples to any laboratory nor conduct any assaying or testing.

Technical Human Resource Requirement

The Contractor shall provide a dedicated team of field personnel with relevant experience. The team composition shall include Drilling Supervisors and Geologists to manage drilling operations, track drilling depths, and supervise their respective crews. Each rig shall be manned by a crew of two to three drill operators and helpers, enabling continuous shift operations if required to maintain the schedule. Sample preparation technicians/ skilled labors shall be exclusively dedicated to the collection, weighing, processing, concentrating, and packaging of samples. Two separate trenching crews of two to three men each shall handle all excavation and trench sampling activities. All personnel shall possess valid National identity cards, physically fit to perform required operations and should have relevant experience where applicable.

On-Site Sample Preparation and Handling Protocol

The Contractor shall establish a fully equipped sample preparation station within the site camp. This station shall feature a mobile trommel unit for washing and screening bulk samples, coupled with a sluice box for gravity concentration of heavy minerals. The processing protocol is as follows. From each borehole, almost ten samples shall be extracted at three-meter (or as directed by the QP) intervals using a split spoon or similar sampling device. Each bulk sample shall be weighed on a calibrated scale and its weight recorded in the sample log. The bulk sample shall then be fed into the trommel to remove oversize gravel and cobbles. The finer material shall pass through the sluice and panning to get heavy minerals concentrated. The resulting concentrate shall be carefully collected, weighed again, and transferred into a labeled polybag. Each bag shall bear a unique sample identification number linking it to the borehole number, depth interval, and date of collection. A duplicate split of each concentrate shall be prepared and stored separately for quality control and reference purposes. All sample bags shall be sealed with tamper-evident seals and stored in a locked container at the site. The contractor shall maintain a hand-written and signed chain-of-custody register documenting every sample from collection through processing to final handover. On a weekly basis or as agreed, the contractor shall hand over all accumulated concentrate samples along with the register to NESPAK's authorized representative.

Trenching Activities

The Contractor shall excavate trenches in Blocks where drilling activities are complete. Trenches shall

be excavated to specified locations and depths, logged geologically and sampled systematically as instructed by NESPAK. Trenching activities include the excavation, preparation of samples (concentrated sand), their packing, labeling and transportation to the designated lab as per instructions of the NESPAK also stated as above.

CCTV Monitoring and Security System

To ensure complete transparency and security of all field operations, the Contractor shall install a fool-proof closed-circuit television monitoring system covering all critical operational zones. Cameras shall be positioned at every active drill pad, the sample preparation area, the concentrate storage container, and all trench excavation sites. The system shall comprise high-resolution weatherproof cameras with infrared night vision capability. Power shall be supplied through dedicated diesel generators or solar panels with battery backup to ensure uninterrupted operation throughout the project duration. All camera feeds shall be recorded on a local digital video recorder with a minimum storage capacity of thirty days. The system will be operational twenty-four hours a day, seven days a week from the date of mobilization until final demobilization. NESPAK and Mines and Minerals Department representatives shall have unrestricted physical access to view live feeds and retrieve recorded footage at any time. The contractor shall maintain a log of all CCTV operations, submit footages of recording etc. in hard drive as per instruction of NESPAK. The Contractor shall report any system malfunctions immediately to NESPAK and will fix them without delay.

Transportation and Logistics

The Contractor shall provide a comprehensive logistics fleet to support all field operations. Two low-bed trailers shall be deployed for the mobilization and demobilization of drilling rigs, the trommel plant, and other heavy equipment. These trailers shall also facilitate inter-block shifting of rigs as the work progresses from Blocks 2 and 4 to Blocks 1 and 5. Sufficient 4-wheel-drive pickup trucks shall be assigned for the daily movement of geologists, technicians, supervisors, and small equipment between the camp and various drill pads. These vehicles shall be equipped with appropriate tires and ground clearance for the rugged riverside terrain. A dedicated fuel bowser shall be stationed at the camp for on-site storage and dispensing of diesel and lubricants to all machinery, ensuring zero downtime due to fuel unavailability. One additional four-wheel-drive vehicle shall be reserved exclusively for emergencies, equipped with a comprehensive first-aid kit for medical evacuation or urgent supply runs. All vehicles shall be maintained in excellent mechanical condition with valid registration record available for NESPAK's inspection.

Environmental Protection and Site Restoration

The Contractor shall conduct all operations in compliance with the environmental regulations of Pakistan and the specific requirements of the Mines and Minerals Department. Prior to commencement of drilling and trenching, the contractor shall prepare and submit a site-specific Environmental Management Plan for NESPAK's approval. This plan shall cover waste management, spill prevention, dust suppression, noise control, and rehabilitation of disturbed areas. All drill pads, trench lines, and access tracks shall be restored to their original condition or better upon completion of work. This includes backfilling of trenches, leveling of drill pads, removal of all equipment and debris, and revegetation where feasible. Waste materials including used oil, contaminated soil, domestic garbage, and chemical containers shall be collected in designated bins and disposed of at approved facilities. The Contractor shall not discharge any wastewater, drilling fluids, or other pollutants into the River Indus or its tributaries. A final site restoration report with photographic evidence shall be submitted to

NESPAK before final demobilization.

Health, Safety, and Emergency Preparedness

The safety of all personnel and the protection of public health shall be the Contractor's highest priority. The Contractor shall develop and implement a comprehensive Health, Safety, and Environment plan tailored to the specific risks of alluvial drilling and riverside operations. This plan shall be submitted to NESPAK for review and approval prior to mobilization. Personal Protective Equipment including hard hats, steel-toe boots, high-visibility vests, safety glasses, gloves, and hearing protection shall be provided to all site personnel, and its use shall be strictly enforced. Regular safety toolbox talks shall be conducted daily before the start of each shift. A qualified first aider shall always be present on-site, supported by well-stocked first-aid kits at the camp and each drill pad. Emergency response procedures shall be established for potential incidents including drowning, snake bites, heat stroke, machinery accidents, and vehicle rollovers. Contact details of the nearest hospital, ambulance service, and police station shall be prominently displayed at the camp and in all vehicles. The Contractor shall conduct at least one full emergency drill per month and maintain a large amount of all safety inspections, incidents, and corrective actions. Any serious incident shall be reported to NESPAK immediately.

Deliverables to be Handed Over to NESPAK

Upon completion of the field scope, the Contractor shall formally hand over the following items (not limited) to NESPAK's authorized person. All raw field data including drilling depth records shall be delivered in both hard copy and digital formats. All prepared concentrate samples, including primary and duplicate sets, shall be handed over along with a complete and signed chain-of-custody register. Detailed drilling/ borehole drilling logs for every borehole shall be provided, documenting depth attained, lithological description of each three-meter interval, water table depth, casing details, and any abandonment events with reasons and relocation coordinates. Trenching logs shall similarly describe the excavated depths, lithology, and sample locations. The complete CCTV footage archive for the entire project duration shall be transferred to an external hard drive and handed over.

Sufficiency of Contract Price

The Contractor shall satisfy himself as to the correctness and sufficiency of its Contract Price and of the rates and prices entered in the Schedule of Prices. This includes but is not limited to mobilization and demobilization of all equipment, vehicles, and camp facilities; procurement, maintenance, and repair of all drilling rigs, support machinery, and vehicles; salaries, accommodation, food, insurance, and medical care for all personnel; purchase of fuel, lubricants, drilling consumables, and sample processing supplies; installation and operation of the CCTV monitoring system; Site camp establishment and maintenance; waste disposal and site restoration; and all administrative and overhead costs related to field operations. NESPAK shall not be liable to reimburse the Contractor for any direct or indirect costs or expenses beyond the amounts determined in accordance with the agreed Schedule of Prices. Payment shall be made only for the Works properly executed and valued in accordance with Clause 11 of the Conditions of Contract, subject to satisfactory completion of deliverables and approval by Qualified Person (QP) / NESPAK.

Quality Assurance and Quality Control

The Contractor shall implement a strong quality assurance and quality control system covering all field activities. This system shall include calibration of all survey and other equipment as per

manufacturer standards; verification of drilling depths and sample intervals using independent measurements; daily reconciliation of sample numbers against the chain-of-custody register; regular inspections of sample preparation procedures to prevent cross-contamination; and periodic audits of CCTV footage to confirm compliance with operational protocols. NESPAK's site representative shall have the authority to conduct unannounced inspections, witness any activity, and require corrective actions if quality standards are not met. The Contractor shall maintain complete records of all quality control checks and make them available for review at any time.

Insurance and Indemnity

The Contractor shall procure and maintain comprehensive insurance coverage for the entire duration of the Project as per requirements specified in the Conditions of Contract. This shall include but not be limited to third-party liability insurance covering bodily injury and property damage arising from the contractor's operations; workers' compensation insurance for all employees; insurance for all equipment, vehicles, and camp assets against theft, fire, and accidental damage; and public liability insurance for the project site. Copies of all insurance policies shall be submitted to NESPAK prior to mobilization. The Contractor shall indemnify and hold harmless NESPAK and the Mines and Minerals Department from any claims, losses, damages, or liabilities arising from the Contractor's negligent acts, omissions, or breach of contract, except where such claims arise solely from NESPAK's own negligence.

Confidentiality and Data Ownership

All field data, samples, logs, photographs, CCTV footages, and any other information collected or generated by the contractor during this project shall be the exclusive property of the Mines and Minerals Department through NESPAK. The Contractor shall not disclose, publish, or share any project-related information with any third party without the express written consent of NESPAK. Upon Project completion, the Contractor shall return all documents, maps, and digital data supplied by NESPAK and shall not retain any copies. The Contractor shall ensure that all personnel are bound by appropriate confidentiality obligations.

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
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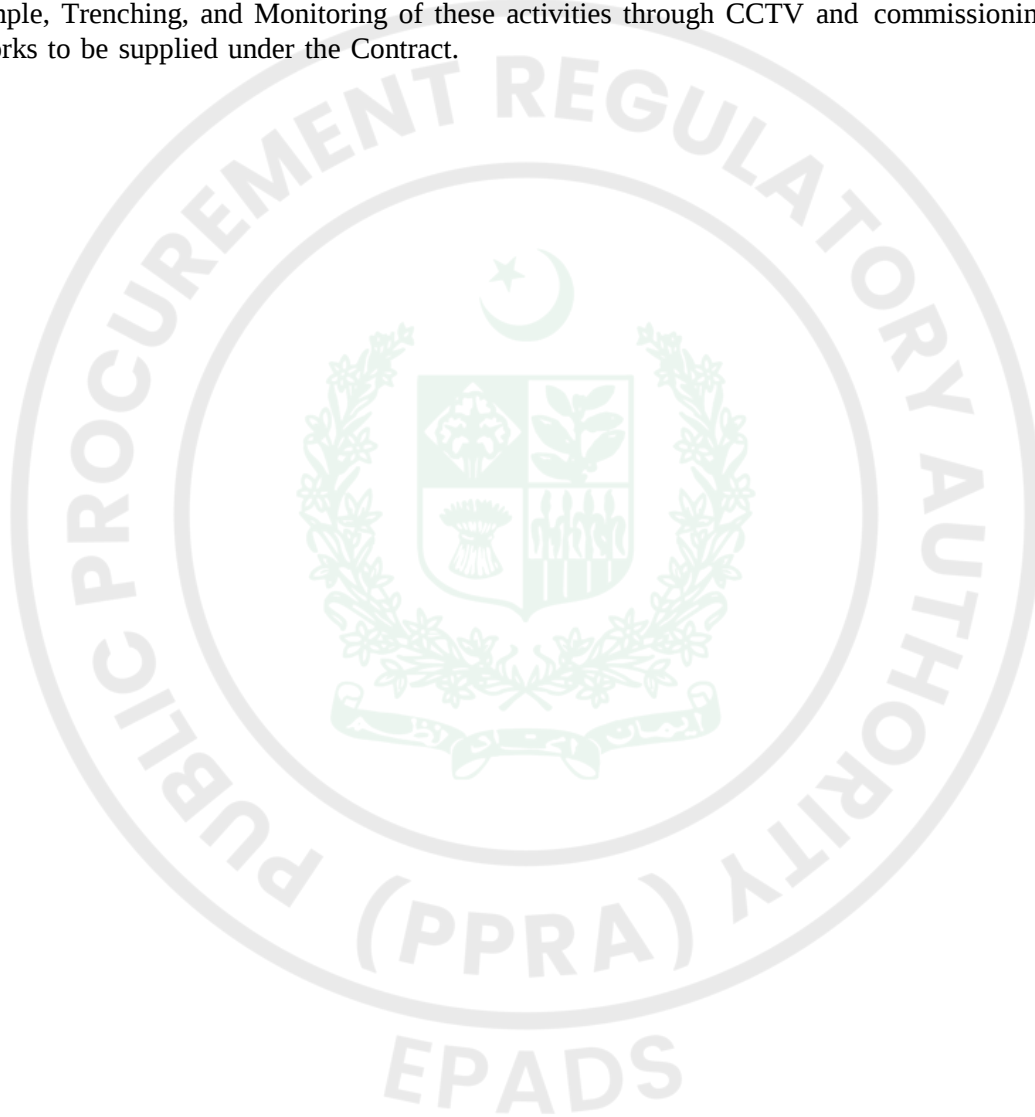
Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like Percussion drilling, sampling, Sluicing and concentrate sample, Trenching, and Monitoring of these activities through CCTV and commissioning of Works to be supplied under the Contract.



SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items, equipment, plants, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.
- HSE Policies and supporting documentary evidence for the following;
 - i) First Aid Box
 - ii) Personnel Protective Equipment's (PPEs)
 - iii) Standard Operating Procedures (SOPs)
 - iv) Health, Safety and Environmental (HSE) Policies
 - v) HSE staff
- Details of SOPs of the Contractor

SCHEDULE – F TO BID

(INTEGRITY PACT)

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

Contract 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 Employer: Name of Bidder ;;
Signature: Signature:

CONDITIONS OF CONTRACT

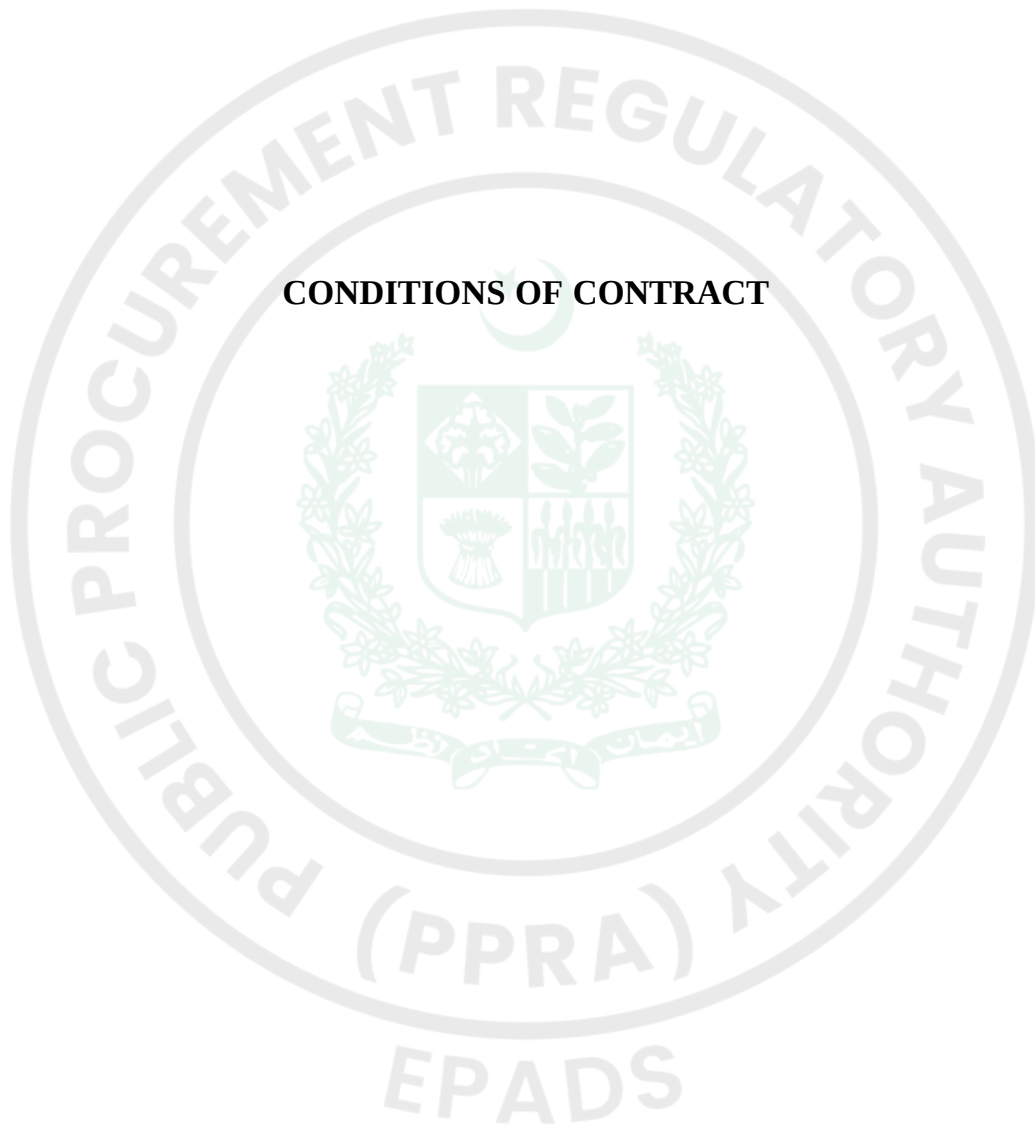


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CONDITIONS OF CONTRACT

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 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.

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

2.2 **Permits etc.**

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

2.3 **Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer, 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 Employer shall affect the Contractor's obligations.

3. **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 **Employer's Representative**

The name and address of Employer's Representative is given in Contract Data. However the Contractor shall be notified by the 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 fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having atleast 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 Employer all designs prepared by him. Within fourteen (14) days of receipt the Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the 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 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) ionising 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 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 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 for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer 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 within such period as may be prescribed by the Employer 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 Employer when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer 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 may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remediying 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 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 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 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 Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer in writing and if the same are not refuted/denied by the Employer within seven (7) 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 Employer considers appropriate, or
- e) if the 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 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 Employer being unable to keep all relevant records or not taking steps to minimise 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 Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Employer an itemised 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 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 Employer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 7.4, 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 11.5, 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.

(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 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 Employer 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 Employer 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, whichever 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 Employer to verify and the Employer 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 Employer, 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 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 fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall 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 fourteen (14) 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 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

If Force Majeure occurs, the Contractor shall notify the Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilise the Contractor's Equipment.

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

giving of the notice.

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

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

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

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in 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 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 Employer'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 Employer, 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 Employer 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 Employer 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 Employer 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 fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Employer 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

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
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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

CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.3 Employer's Drawings

One (01) No. of Drawing
(Location Map of the
Project Area showing all
four (04) blocks

1.1.4 **The Employer** means

National Engineering Services Pakistan (Pvt.) Limited

1.1.5 **The Contractor** means:

1.1.7 **Commencement Date** means the date of issue of Employer's Notice to Commence which shall be issued within seven (07) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion:** 200 days

1.1 **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.

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorised person:**

Project Manager
Geotechnical & Geoenvironmental Engineering Division, NESPAK

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

Will be notified later.

4.4 **Performance Security:**

Amount: Ten percent (10%) of the total Contract Price (stated in the Letter of Acceptance) in the form of Bank Guarantee from a Scheduled Bank in Pakistan.

Validity: Fourteen (14) days beyond the period for remedying defects, pursuant to Sub-Clause 9.1.

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

Not Applicable.

7.2 **Programme:**

Time for submission: Within seven (7) days of the Commencement Date.

Form of programme: Bar Chart/CPM

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

9.1 **Period for remedying defects**

Three (03) months from the date of issuance of Certificate of Completion.

10.2 (e) **Variation procedure:**

Daywork rates (Not Applicable)

11.1 (a) **Terms of Payments**

All payments under the Contract shall be made to the Contractor after deduction of all applicable taxes in accordance with the applicable laws.

The Contract Price shall not be subject to adjustment during the performance of the Contract for any reason whatsoever, including fluctuations in fuel prices. Any fluctuation in fuel prices shall be entirely at the Contractor's risk.

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

The quantities set out in the Schedule of Prices are the estimated quantities for the Works. The Employer shall ascertain and determine by measurement the actual quantities of the Works executed by the Contractor and shall value such Works in accordance with the rates and prices set out in the Schedule of Prices. The Contractor shall be paid the value of the Works so determined in accordance with Clause 11.

11.1 (b) **Percentage of value of Materials and Plant:** Not Applicable

11.2 **Percentage of retention:** three (3%) of the invoiced amount

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

14.1 **Insurances:**

Type of cover: Contractor's Equipment:

Amount of cover:

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

Rs. 2,000,000/- (Rupees Two Million)

Workers:

As per prevailing Laws.

(In each case name of insured is Contractor and Employer)

14.2 **Amount to be recovered**

Premium plus Twenty Five percent (25%).

15.3 **Arbitration**

Place of Arbitration: Lahore.



STANDARD FORMS

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)y

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

Name of Principal (Bidder) with
address: _____

Penal Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and

not as penalty for the successful bidder's failure to perform.

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

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

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

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

Guarantor (Scheduled Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

2. Title _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

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

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

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

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

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

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

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

		_____ Guarantor (Bank)
Witness:		
1. _____	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 witnesseth 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;
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

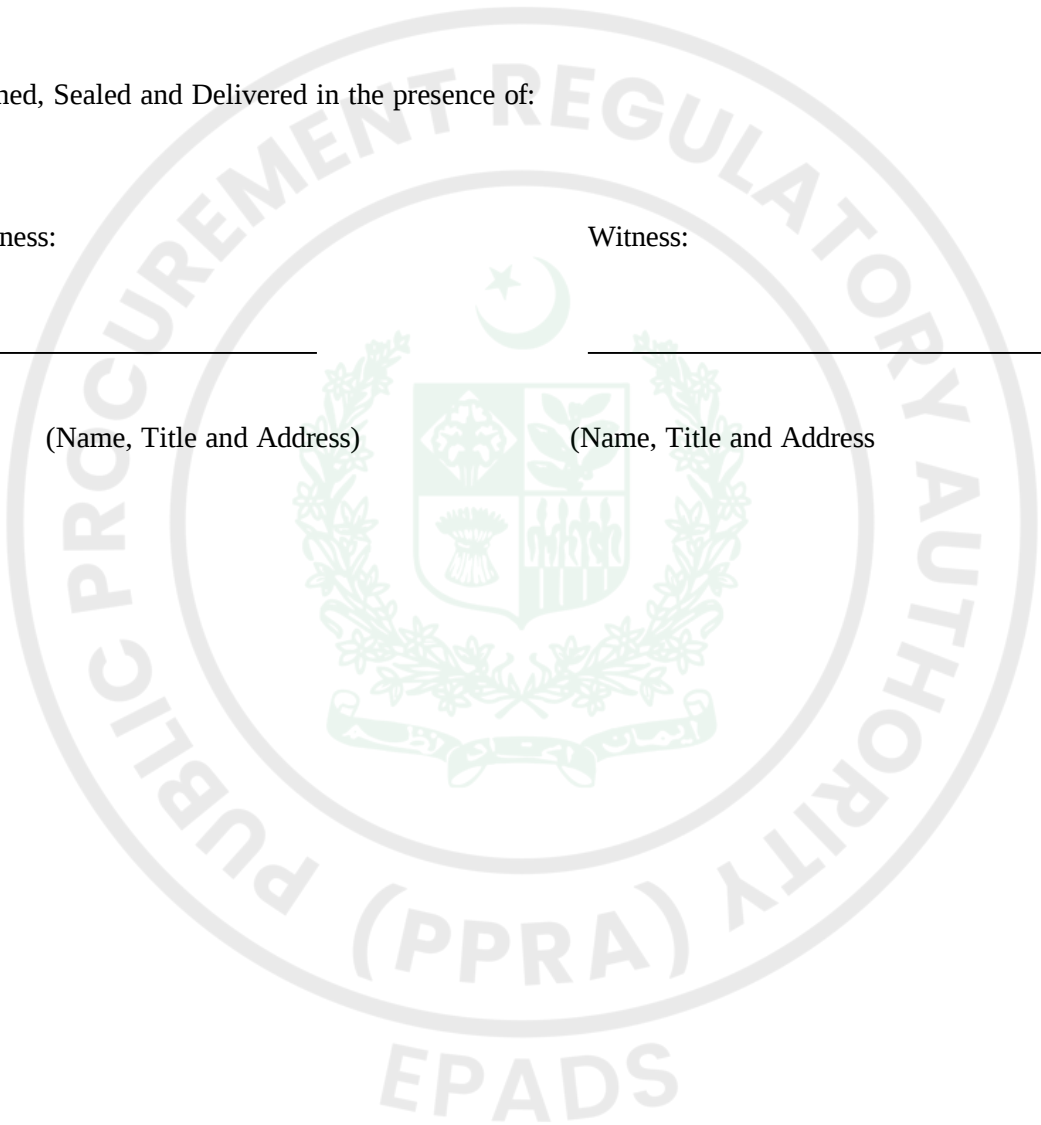
Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



CONSTRUCTION EXPERIENCE

Form EXP - 4.1 General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	

Form EXP - 4.2(a)
Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	PKR equivalent			
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name (if any): _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	PKR equivalent			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address:				
Telephone/fax number				

	Information
E-mail:	

2. Activity No. Two

3.

	Information
Description of the key activities in accordance with Section III:	

Form EXP - 4.2 (c)
Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

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

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

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

Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*

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

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____
3. Key Requirement no 3 in accordance with 4.2 (c): _____
4. [PA define key requirements] _____

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

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

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

**Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel**

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details		
	Address of Employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Employer:

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

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

Declaration

I, the undersigned [insert either “Contractor’s Representative” or “Key Personnel” as applicable] , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Contractor’s Representative or Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day/month/year): _____

Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



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

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

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

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

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

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

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

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

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