

**GEPCO
BLACKLISTING POLICY AS TO
ENTITIES SUPPLYING GOODS
AND SERVICES**



GUJRANWALA ELECTRIC POWER COMPANY (GEPCO)

DECEMBER, 2023

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PREAMBLE

In the light of Rule-19 "Blacklisting of Suppliers & Contractors" of the Public Procurement Rules, 2004 (hereinafter "PPRA Rules"), this GEPCO Blacklisting Policy (hereinafter **the Policy**) has been chalked out for all procurements made by GEPCO. The primary purpose of this endeavor is to set deterrence against indulging in corrupt practices or eliciting favors through unfair means on the part of any entity supplying goods and services at any stage of the procurement process initiated by GEPCO or any department affiliated with GEPCO. The Policy is aimed at setting standards of Transparency, Fairness and Accountability throughout the public procurement process. It is further disclaimed that if any clause of this policy afterwards develops contradiction with PPRA Rules, then PPRA Rules will supersede the relevant clause of GEPCO Policy for Blacklisting of Contractors / Consultants / Manufacturers. This document shall be considered an integral part of GEPCO Bidding Documents / Tender Documents/ RFPs as well as contract agreements / purchase orders etc. The bidders shall have to submit an undertaking along with their bid that they have read all the contents of this blacklisting policy/mechanism and they accept all the provisions of this document.

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DEFINITIONS

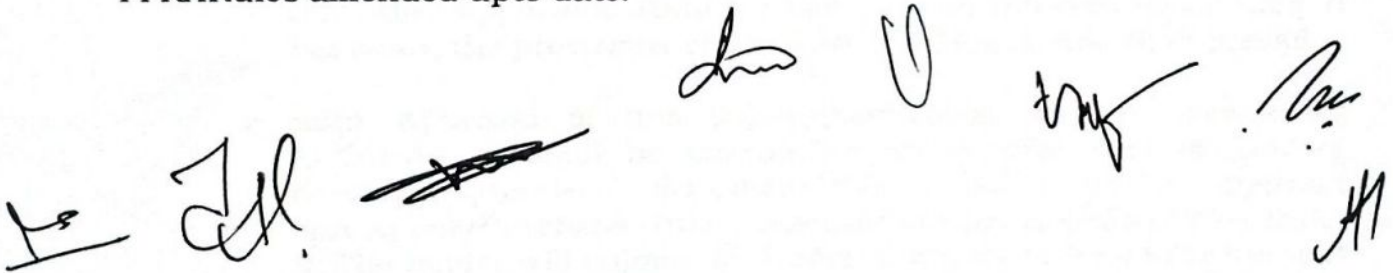
In addition to definitions already mentioned in bidding documents, following additional definitions are also applicable:

- (i) **Authority:** The Public Procurement Regulatory Authority.
- (ii) **Appeal:** Right of firm/individual to bring its / his grievance against the issuance of Blacklisting Order at the appropriate legal forum.
- (iii) **Appellate Authority:** The department, office or government unit exercising general and/or administrative supervision/control over the blacklisting agency. Department level agencies shall exercise appellate authority over offices, agencies, under their jurisdiction. *Provided, further,* that blacklisting decisions of government agencies that are not subject to general and/or administrative supervision/control of any department, office or government unit shall be final and executor.
- (iv) **Award:** An official document through which the procuring entity accepting a bid or proposal.
- (v) **Blacklisting:** An administrative penalty disqualifying a person or an entity from participating in any government procurement for a given period.
- (vi) **Blacklisting Policy:** A policy or mechanism adopted by GEPCO as a procuring agency/entity for Blacklisting Supplier(s), manufacturer(s), distributor(s), Contractor(s) or Experts/consultants/consulting firm(s) etc.
- (vii) **Blacklisted Person/Entity.** A person/entity that was disqualified by an agency and/or is included in the PPRA/ADB/World Bank/Donor Agencies' (working with Government of Pakistan) Consolidated Blacklisting Report/sanctioning list.
- (viii) **Contractor** includes-Suppliers, Contractors and consultants
- (ix) **Consolidated Blacklisting Report:** The report prepared by the NTDC/WAPDA/DISCOs/PPRA/ADB/World Bank/any other Donor Agency working with Government of Pakistan containing the list of Supplier(s), manufacturer(s), distributor(s), Contractor(s) or Experts/consultants/ consulting firm(s) blacklisted by procuring entities/agencies.
- (x) **Debarment:** state of being legally excluded from participating in all types of procurement proceedings of the procuring department for a given period.
- (xi) **Delist.** Removal of a person/entity from the Consolidated Blacklisting Report.
- (xii) **Procuring Agency:** Any department, attached department or any office of the Gujranwala Electric Power Company;
- (xiii) **Suspension.** Administrative action taken for infractions committed by a

Contractor during the competitive bidding stage, whereby such Contractor/Supplier is prohibited from further participation in the bidding process of an agency.

- (xiv) **Termination of Contract**- Extinction of contract by reason or resolution or rescission under applicable rules/regulations/laws arising from the default of the firms/individuals.
- (xv) **Corrupt Practice**: the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (xvi) **Fraudulent Practice**: Fraud, misrepresentation or concealment of facts/ information/data pertaining actual as well as ancillary matters and any other malpractice in order to influence a procurement process or the execution of a contract
- (xvii) **"Collusive Practice"** a scheme of arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels.
- (xviii) **"Coercive Practice"** harming or threatening directly or indirectly, person(s) or their property to influence their participation in the procurement process or affect the execution of a contract.

Any capitalized terms and abbreviations used in this document which are not defined herein shall have the meanings given to them in Public Procurement Regulatory Authority Ordinance, 2002 (hereinafter "**PPRA Ordinance**") and PPRARules amended upto date.

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SECTION 1: EXTENT OF APPLICATION

This policy shall govern the blacklisting of manufacturers, Suppliers, distributors, Contractor/Suppliers, consultants and consulting firms ("Contractor/Suppliers" for brevity) involved in government procurement for offenses or violations committed during competitive bidding and contract implementation. This Policy will be implemented retrospectively with effect from 28-06-2021. The extent of application of this document encompasses the following:

- i. The Policy shall be applicable and remain in force, along with any amendments thereto, within GEPCO until any further guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.
- ii. The Policy shall also be applicable on the pre-qualified firms as well as registered and un-registered entities.
- iii. The Policy shall be applicable for Suppliers / bidders / Contractor/Suppliers/ local agents / representatives / consultants / firms / individuals / distributors / Manufacturers / organization transacting business with GEPCO.
- iv. Wherever any provision of this policy/mechanism shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of the Statute / Law or rule shall prevail.
- v. After Approval of this policy/mechanism by the competent Authority, it shall be considered an integral part of bidding documents/tender document/RFP as well contract agreement/Purchase Order, unless otherwise specified PPRA Rule-5. The bidder will submit an Undertaking along-with their bid that they have read and accept the provisions of this Policy/Mechanism. Non-submission of an Undertaking may lead to rejection of their bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

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SECTION 2: RATIONALES FOR BLACKLISTING

Blacklisting of firms/individuals may be resorted to when the charges are of serious nature, which include but are not limited to the grounds mentioned in this section.

2.1 Rationales at Competitive Bidding Stage

The procuring Agency shall impose on bidder(s)/Joint Ventures/Entities/Consulting firm(s) or prospective bidders the penalty of suspension or blacklist them for a specific period from participating in the public bidding process, without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution, as provided by applicable laws, for the following violations:

- i. **Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.**
- ii. **Repeated anonymous and frivolous complaints** by Contractor/Supplier or anyone of its agent at any stage of the procurement also fall under the umbrella of corrupt practices. This clause is not aimed to prevent any person aggrieved by any act of the procuring agency from lodging a genuine complaint /grievance as provided under Rule-48 of the PPRA Rules-2004. Provision of guidelines of international donor agencies and PPRA provides sufficient opportunity to bidders for redressal of their grievances.
- iii. Submission of eligibility requirements containing false information or falsified or spurious documents
- iv. Submission of false/forged/Unauthentic Bid Security/Pay Order/CDR or infringement of documents to get undue monetary or any other benefit.
- v. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids or making frivolous complaints and allegations in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- vi. Unauthorized use of one's name, or using the name of another for purpose of public bidding.
- vii. Withdrawal of bid(s) after submission, or refusal to accept an award, or enter into contract with the government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated/ranked Responsive Bid.
- viii. Refusal or failure to submit the required performance security within the prescribed time limit.
- ix. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his/her favor.
- x. All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to: an eligible Contractor/Supplier not buying bid

documents from procuring agency or not complying with the requirements during bid evaluation, and Contractor/Suppliers habitual withdrawal from bidding for at least three (3) times within a year.

- xi. Bidder(s) (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefit(s) of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- xii. Involved in litigation or unlawful petitioning at various forums to influence or obstruct the procurement process either on his/her own behalf or at the behest of any other vested interest.
- xiii. Breach of confidentiality of evaluation process based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.
- xiv. Any effort by the bidder to influence the procuring agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement.

In addition to the penalty of suspension, the bid security posted by the concerned bidder or prospective bidder shall also be forfeited.

2.2 Rationales at Contract Implementation Stage

Without prejudice to the imposition of additional administrative sanctions as the internal rules of the procuring agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring agency shall initiate against the Contractor/Suppliers after the termination of the contract, the action of suspension for specific period from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- i. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
- ii. Extraordinary delay in signing or refusal to accept the Notification of Award (NOA) and/or the contract without any cogent reason.
- iii. Failure of the Contractor/Supplier, due solely to his/her fault or negligence, to mobilize and start work or performance within the specified period in the Notice of Award (NOA).
- iv. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment guarantee etc.
- v. Failure by the Contractor/Supplier to fully and faithfully comply with its contractual obligations without valid reason, or failure by the Contractor/Supplier to comply with any written lawful instructions of the procuring entity or its representative(s) pursuant to the implementation of the contract.

- vi. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
- a. Employment of competent technical personnel, competent engineers and/or work supervisors; and Deployment of committed equipment, facilities, support staff and manpower; and
 - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - d. Renewal of the effective dates of the performance security after its expiration during the course of contract implementation.
- vii. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- viii. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, Supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract or as under:
- a. Deviations from specifications and terms & conditions of the purchase order/contract.
 - b. Provision of fake prototype/type test reports
 - c. Provision of fake inspection call FAT/type test
 - d. Failure to rectify the fault/damage/problem during period of warrantee
 - e. Supply of goods through inappropriate way such as smuggling of goods
 - f. Supply of stolen goods/re-sold goods.
 - g. Provision of fake /forged custom /taxes /duties documents
 - h. Willful supply of substandard material in place of the material inspected and validated by the nominated inspectors.
- ix. For the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance and is liable to be Blacklisted:

- a. Defective design resulting in substantial corrective works in design and/or construction;
 - b. Failure to deliver critical outputs due to consultant's fault or negligence;
 - c. Specifying materials which are inappropriate, sub-standard, or way above acceptable standards.
 - d. Allowing defective workmanship or works by the Contractor/Supplier being supervised by the consultant. Submitting CV's of key personnel in the prequalifying process or bid documents of professionals that are not in actual employment of the bidder or without consent of experts.
 - e. Acting together (Contractor/Supplier & Consultant) in secret toward a fraudulent or illegal end
- x. For the procurement of infrastructure projects, poor performance by the Contractor/Supplier or unsatisfactory quality and/or progress of work arising from his fault or negligence. Any of the following acts by the constructor shall be construed as poor performance:
- a. Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the Contractor/Supplier; and
 - b. Quality of materials and workmanship not complying with the approved specifications/Drawing(s) arising from the Contractor/Supplier's fault or negligence.
 - c. Unnecessary delay in completion of project
 - d. Failure to rectify fault/problem/damages during defect liability period.
 - e. Willful or deliberate abandonment or non-performance of the project or contract by the Contractor/Supplier resulting to substantial breach thereof without lawful and/or just cause.
 - f. Installing the replaced material instead of the material that was allocated or officially declared as such for any particular project under-construction.
 - g. Any misappropriation committed while returning the dismantled material.
- xi. In addition to above, other grounds for blacklisting of firms/individuals include but are not limited to the following:
- a. Obtaining fraudulent payments;
 - b. Obtaining contracts by misleading the purchaser;
 - c. Refusal to pay GEPCO dues etc.;
 - d. Failure to fulfill contractual obligations Changes in the status of firm's ownership/partnership etc., causing dissolution of the firm which

existed at the time of inspection prior to original registration of the firm

- e. Registration of a firm with a new name by the Proprietor or family or a nominee thereof of a firm that has been already blacklisted;
- f. Contractor/Suppliers who have negotiated Plea Bargain under the National Accountability Ordinance 1999, or Contractor/Suppliers involved with any other criminal proceedings conducted by any investigation agency where default has been proved specifically in relation to supplies made to or contracts concluded with GEPCO or department thereof;
- g. Non-compliance of the existing policy/rules/law of GoP during execution of contract.
- h. Hiring of under-age personnel for assignments or works violating Child Labor (Prohibition and Regulation) Amendment Bill, 2016.
- i. Non-Adherence to safety Codes.
- j. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to terminate the contract, recover the loss and debar the bidder/firm/JV/Contractor/Supplier/consultant from participation in future tenders. The procuring agency shall be the sole judge to determine the importance of the project.

For the Blacklisting of a Firm, in addition to the penalty of suspension for a certain period, the performance security posted by the Contractor/Supplier shall also be forfeited.

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SECTION 3: "GEPCO STANDING COMMITTEE FOR BLACKLISTING"

3.1 Structure of Committee

A permanent Committee namely "GEPCO's Standing Committee for Blacklisting" comprising of the following members shall examine the justification of the reasons given by the Project Authority prior to blacklisting / debarment of any firm/Supplier/Contractor/Supplier/ individual.

i. General Manager Technical	Convener
ii. Chief Law Officer GEPCO	Member
iii. Representative of Finance Director (Not Less than the Rank of Manager)	Member
iv. Manager (Material Management)	Member
v. Manager Procurement PMU	Member

The quorum for committee meeting will be 3 members including the Convener, the presence of Convener is mandatory. Committee shall evaluate the case and develop consensus however, in case of conflict among the member of committee, decision of convener shall be considered final.

3.2 Provision of Additional Member or Third-Party Expert

Depending upon the nature of the case, the Committee may consult or appoint / nominate additional members from within GEPCO with the approval of Chief Executive Officer (CEO) GEPCO, provided that the Committee consists of an odd number of individuals as per spirit of Rule 48(1) of the PPRA Rules. Independence of any additional members shall be ensured while making the selection of such additional members. Furthermore, the aforementioned Standing Committee shall also be authorized to seek external expert advice or call any employee of GEPCO as and when required.

3.3 Procedure for Suspension and Blacklisting.

Following is the procedure for the suspension and blacklisting of the delinquent entity.

a. Initiation of Action

Upon receipt of or obtaining information and / or knowledge that any person(s) is involved in practices mentioned in Section 2 the concerned project Authority / formation may initiate the suspension and blacklisting proceedings by filing its recommendations with the procuring agency or procuring agency also by itself commence the proceedings upon prima facie (self-sufficient) determination that the bidder/ prospective bidder/ JV/ Person/Entity has undertaken any of the grounds for blacklisting during the competitive bidding or contract implementation stage as mentioned in Section 2 of the Policy.

The Project Director or Project Implementation Agency shall provide

substantial evidence for the person/entity/Joint Venture/Firm against whom the case for blacklisting has been initiated.

b. Notice to Party

Upon verification of the existence of rationales for blacklisting, the procuring agency shall immediately notify the Contractor/Supplier concerned in writing, advising him that:

- i. Complaint for suspension or blacklisting or both has been filed against him, or he has been considered by the procuring agency for suspension and blacklisting, stating the grounds for such;
- ii. He has the opportunity to explain his position regarding why he should not be suspended and blacklisted;
- iii. Hearing shall be conducted before the procuring agency or "GEPCO's Standing Committee for Blacklisting", upon his request, where he may present documentary evidence, verbal testimony and cross-examine the witnesses presented against him; and
- iv. The consequences of being suspended and blacklisted.

Within seven to fourteen (7-14) calendar days from receipt of notification, the bidder shall submit its written reply with documentary evidence to the procuring agency or "GEPCO's Standing Committee for Blacklisting" with a manifestation for request of hearing to determine questions of fact, if he so desires. No time extension shall be allowed. If Contractor/Supplier fail to answer within the stipulated period, the procuring agency shall issue a resolution recommending its blacklisting with the immediate suspension of the Contractor/Supplier from participating in any bidding process of the agency for a certain period and the forfeiture of his bid security.

c. Hearings

If a hearing is requested by the Contractor/Supplier, the procuring agency shall immediately signal the date and time for hearing. The hearing shall be non-litigious and shall be terminated within five (5) working days. The procuring agency shall constitute an independent "Hearing Committee" comprising of odd Number members. The procuring agency may also invite a representative from PPRA or a duly recognized private group in a sector or discipline relevant to the procurement at hand as an observer for each hearing.

If no request of hearing is made, the procuring agency shall determine the case based on the complaint, answer, documentary evidence submitted and facts verified. If the procuring agency is convinced that the Contractor/Supplier/bidder is at fault, it shall issue a resolution recommending for its blacklisting with suspension of the bidder from participating in any bidding process of the agency and the forfeiture of his bid security.

d. Decision

The Head of the Procuring Entity shall, within fifteen (15) days from receipt of the resolution and the records of proceedings, determine whether reasonable cause exists for the suspension of the Contractor/Supplier and the forfeiture of the latter's bid security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision regarding its blacklisting and

suspending the Contractor/Supplier from participating in any bidding process of the agency, and further declaring that his bid security is forfeited. Otherwise, he shall dismiss the case.

The decision shall clearly and distinctly state the facts, evidence and pertaining rules on which it is based, as well as the date of effectiveness of the penalty, if any.

In case a Contractor/Supplier commits more than one offense or a combination of offenses for the same project/contract in a particular agency, each violation shall be met the corresponding penalty.

e. Notification

The procuring agency shall furnish the suspended Contractor/Supplier a copy of the decision immediately from its promulgation.

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SECTION 4: REVIEW, APPEAL & PERIOD OF DEBARMENT

4.1 Filing of Appeal for Review Against Decision

The Contractor/Supplier shall have the right to lodge request to review the blacklisting decision, if the same is convinced that some concrete evidence proves the case otherwise in favor of the Contractor/Supplier. For this purpose, the same will file an appeal within five (5) days from receipt of the notice of decision.

a. Constituting Decision Review Committee

The procuring agency shall constitute an independent senior-level "Decision Review Committee" comprising following three members:

- | | | |
|------|------------------------------|----------|
| i. | General Manager (Operations) | Convener |
| ii. | Chief Financial Officer | Member |
| iii. | Chief Engineer (Development) | Member |
| iv. | Manager (S&I) | Member |

b. Timeline for Deciding the Review Appeal

Committee shall resolve with finality the review application within ten (10) calendar days from the filing thereof and furnish blacklisted/suspended Contractor/Supplier/bidder a copy of the resolution immediately from its promulgation.

c. Finalization of Decision

The decision of the Review Committee shall become final and executory after the lapse of fifteen days from the receipt of the notice of decision or decision of review application. If an appeal is filed, the affirmed, modified or reversed decision shall become final and executory upon receipt thereof by the department and person/entity concerned. Upon finality of the decision suspending the Contractor/Supplier, the procuring agency shall issue a Blacklisting Order disqualifying the erring Contractor/Supplier from participating in the bidding of all projects.

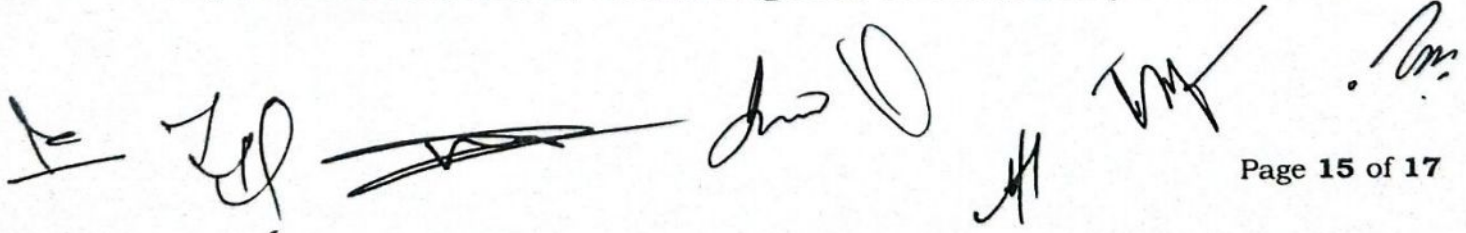
4.2 Filing of Appeal with the Authority

The Contracting Firm shall have the right to file an appeal with the Authority within ten days from the date of receipt of the decision for either or both of the following causes, provided that only a single application shall be filed with the Authority:

- The decision is not in conformity with the evidence and/or facts presented, hence does not construe grounds for Blacklisting laid down under Rule 19 of the PPRA Rules – 2004; and
- Newly discovered evidence or facts which could not be discovered and produced at the investigation and which when presented would probably alter the result of the investigation.

4.3 Period of Debarment for Blacklisted Firms

The period of Debarment or Blacklisting shall be decided as per PPRA Rules.



SECTION 5: GENERAL INSTRUCTIONS

a. EFFECTIVENESS

As mentioned earlier, this Policy will have retrospective effectiveness thus governing all the cases that may be lying pending since 28-06-2021.

b. AMENDMENTS

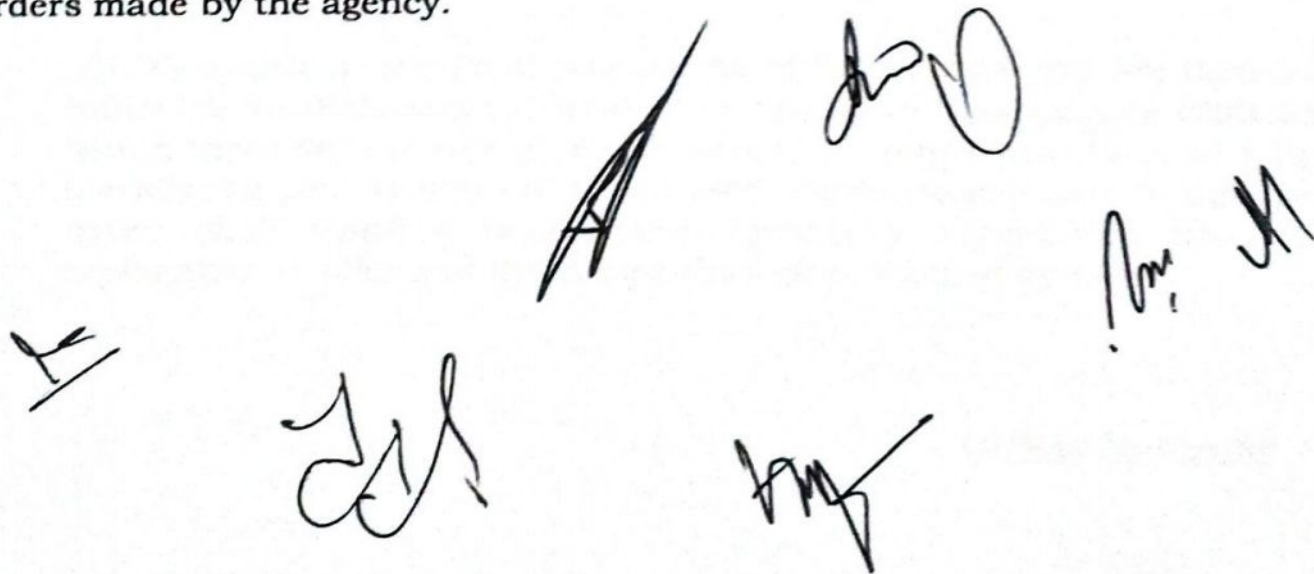
In the implementation of this policy, the GEPCO/PPRA may introduce modifications thereto through the amendment of its specific provisions as the need arises. Any amendment to this policy shall be applicable to government projects advertised for bid after the effectiveness of the said amendment.

c. DELISTING

A blacklisted person/entity shall automatically be delisted after the period for the penalty shall have elapsed, unless the blacklisting agency requests the PPRA/NTDC/DISCOs/WAPDA to maintain the blacklisted person/entity in the PPRA/PPRA/NTDC/DISCOs/WAPDA Consolidated Blacklisting Report due to justifiable reasons. In the latter case, the blacklisted person/entity shall be delisted only upon the blacklisting agency's issuance of a Delisting Order.

d. COMMUNICATION AND DISSEMINATION

The Procuring Agency shall apprise the Procurement Committee/GEPCO Board of Directors (BoD) before communicating its Blacklisting decision to the Authority, if a Firm/Company/Bidder/JV/Manufacturer/Sub-Contractor/Supplier/Consultant etc. is declared blacklisted by the GEPCO. The blacklisting agency concerned shall intimate the PPRA/NTDC/WAPDA/PEC/SECP/DISCOs or other stake holders concerned, within seven (7) calendar days after the issuance of the blacklisting order/delisting orders made by the agency.

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	GUJRANWALA ELECTRIC POWER COMPANY LIMITED
	Office of the Chief Executive Officer GEPCO 565-A Model Town, G.T Road Gujranwala
No:	Dated:

Form for Hearing

Through Registered AD, Courier Service or email or Fax or WhatsApp.

1. A committee for investigation of blacklisting Proceedings in furtherance of Rule 19 PPRA, 2004 has been constituted to investigate and decide upon the allegations at Para-2/below. You are required to appear in person or defend in writing with evidence on _____ at GEPCO Head Office, 565-A Model Town, Gujranwala, as to why you should not be blacklisted for:

*****Add charge*****

2. You are being given an opportunity to be heard and are required to appear in person or defend in writing with evidence on _____ at GEPCO Head Office. In case of your failure to attend or pay heed, the Committee shall proceed ex-parte.
3. [To be added in the Final Notice]. As of final notice you are directed to furnish a satisfactory explanation in writing with supporting evidence within three days of receipt of this notice, to show cause as to why the blacklisting penalty may not be imposed. Failing to pay heed to this last notice shall stand a presumption against you that you have no explanation to offer and the matter shall be proceeded ex-part.

Officer In-charge