Standard Bidding Document

TENDER NO.NCB-859/FESCO/PMU/GSC(DEPOSIT-WORK)/2026-27 132KV Metal Oxide Surge Arrester along with Steel Supporting Structure, Terminal Connectors & Grouting Bolts and 11KV Metal oxide Surge Arrester as per concerned WAPDA/PEPCO/ NTDC Specification (Goods)

National

Single Stage-One Envelope

September 04, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **PMU (FESCO) (Faisalabad Electric Supply Company (FESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **PMU (FESCO) (Faisalabad Electric Supply Company (FESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**TENDER NO.NCB-859/FESCO/PMU/GSC(DEPOSIT-WORK)/2026-27 132KV Metal Oxide Surge Arrester along with Steel Supporting Structure, Terminal Connectors & Grouting Bolts and 11KV Metal oxide Surge Arrester as per concerned WAPDA/PEPCO/ NTDC Specification**" with the reference of **"P106291"**

2. The **PMU (FESCO) (Faisalabad Electric Supply Company (FESCO))** invites sealed Bids from eligible Bidders for procurement of goods 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 amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** 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/106291** 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 **Wednesday, September 23, 2026 11:00 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Wednesday, September 23, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors 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 Rule 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 Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-1 of Invitation for Bids.

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, consortium, or association. In the case of a joint venture, consortium, or association, 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, consortium, or association 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, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 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 or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

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

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 to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2. have controlling shareholders in common; or

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

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

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 Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

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

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. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

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

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, 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 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0.**

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 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 9.**

8.5 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 document.

8.6 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 v2.0**. 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 exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through **EPADS v2.0**:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise 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 otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute thedocuments required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

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

2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18.**

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 The Bidder shall furnish, as part of itsBid, 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.

14. Form of Bids

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

15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 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)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 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.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30 (2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

17.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.7.**

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 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 Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

a. the expiry of the Bid Security;

b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;

c. the rejection by the Procuring Agency of all Bids;

d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

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

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 before **three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the BIDS which in any way affect the following parameters will be considered as a change in the substance of a Bids:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 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: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 25.2,** it shall reject the Bid.

27. Correction of Errors

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

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

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

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

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

27.2 The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

1. Least Cost Based Selection (LCBS)
After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

2. Quality and Cost Based Selection (QCBS)
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

3. Quality Based Selection (QBS)
Atter meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders’ qualifications.

32.6 Procuring Agency may seek “Certificate for Independent Price Determination” from the Bidder and the results of reference checks may be used in determining an 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.

32.7 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 Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

36. Procuring Agency’s Right to Vary Quantities at the Time of Award

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35 of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

39.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/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.

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

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

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **PMU (FESCO) (Faisalabad Electric Supply Company (FESCO))**

The subject of procurement is: **TENDER NO.NCB-859/FESCO/PMU/GSC(DEPOSIT-WORK)/2026-27 132KV Metal Oxide Surge Arrester along with Steel Supporting Structure, Terminal Connectors & Grouting Bolts and 11KV Metal oxide Surge Arrester as per concerned WAPDA/PEPCO/ NTDC Specification**

Expected commencement date: **Sunday, June 20, 2027**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P106291**

BDS Clause Number 3
ITB Clause Number 3.1

JV/Consortium or Association Allowed: **Yes**
Number of JV/Consortium Members: **2**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4
ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Sunday, September 20, 2026

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid: No

BDS Clause Number 6
ITB Number 11.1
Items/Lots and threre related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 10
ITB Number 17.1

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Chief Engineer (Development), FESCO Head Office, Canal Road, Faisalabad, Pakistan., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province). before bid submission deadline.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Wednesday, September 23, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

The Bids opening shall take place on **EPADS v2.0**.

Day *: **Wednesday***

Date: ***Wednesday, September 23, 2026***

Time *: **11:30 AM***

BDS Clause Number 14
ITB Number 31.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

Grievence against this procurement shall be submitted online on EPADS v2.0.

Arbitrator shall be appointed by mutual consent of the both parties.

Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document

The bidder should have sound financial status.In order to determine the same, the bidder shall provide its up to date financial statements i.e audited balance sheet, income tax return, income statement, and cash flow statement for the last 3 years.The bidders net worth calculated as a difference between total assets and total liabilities must be positive for the last 3 years.In this context the bidder is required to fill in the relevant forms given in Annexure of this tender document and submit	Yes
To be awarded a contract for this order, the bidder has to have an average Annual Turnover in the last 3 years with at least Two times of the quoted price, otherwise, the bid will be declared as non-responsive.	Yes
A bidder has to have sufficient financing sources,liquid assets,unencumbered real assets,lines of credit and other financial means, available to meet total cash flow demands of the contract.To be awarded a contract a bidder has to demonstrate its availability to at least the following amount for the desired tender/items.If a bidder submits successful bids (lowest evaluated substantially responsive bids),Bidder shall meet the aggregated cash flow requirements at least two times of quoted price.	Yes
At least two(02) numbers of contracts successfully completed as bidder/manufacturer within the last five years within Pakistan from the date of bid opening OR three(03) contracts in all countries of World with whom Islamic Republic of Pakistan has Commercial/Trade Relations except India,Israel and the countries upon which international sanctions are imposed.Amount&rating (Same or higher rating and capacity equipment / material) of these contracts should be comparable to the contract to be let	Yes
In this context, copies of the contract agreements/Purchase Order for the equipment indicated in the supply record pertaining to the specified and comparable equipment must be submitted with the bids, otherwise, the bid will be declared as non-responsive.	Yes

The manufacturer must have at least five (05) years design / manufacturing experience of similar goods / equipment with the same or higher rating and capacity and last three (03) years or beyond continuous operational experience of such goods/equipment's within Pakistan OR in all countries of the World with whom Islamic Republic of Pakistan has Commercial/Trade Relations except India, Israel and the countries upon which international sanctions are imposed.	Yes
satisfactory operational certificates from the clients/utilities indicating their names,addresses,fax numbers and Web Site E-mail addresses must be submitted with the bid.For verification of past performance as a part of qualification,purchaser may ask for copies of the contract agreement for the equipment indicated in the supply record of the bidder pertaining to the specified and comparable equipment during the bid evaluation.Non-submission of said documents may render the bid non-responsive.	Yes
In order to ensure smooth and timely execution of order,the supplier/manufacturer will indicate its manufacturing/production capacity which should be double the total sum of orders already in hand,expected orders in pipe line and this order(if placed on the bidder).The manufacturer/supplier shall provide the information with the bid to established its capacity/capability to execute the order for which necessary documentary evidence may be attached related for the above mentioned requirements.	Yes
All pending claims, arbitrations, or other litigation shall be treated as resolved against the bidder and so shall in total not represent more than 50% of the bidder's net worth, otherwise, the bid will be declared as non-responsive.	Yes
Bidder will submit a certificate that the bidder is not black listed/debarred from WAPDA/DISCO's/GENCO's/NTDC/PEPCO or any International Organization at present, otherwise, the bid will be declared as non-responsive. NOTE: The manufacturer will be considered blacklisted / debarred only if that manufacturer has been blacklisted / debarred on National or International level only due to technical reasons i.e., performance of the material.	Yes

The bidder / contractor shall provide type test reports dully witnessed by NTDC/DISCO's inspectors with the bid as per NTDC Revised Type Testing Policy. However, type test if performed in approved STL Lab / HV&SC lab Rawat and is valid, relevant / acceptable to purchaser prior to the issuance of NTDC revised type test policy (issued on 03.01.2019), then it is not mandatory to be witnessed by NTDC / DISCO's representative.(continue)	Yes
The bidder shall offer type tested equipment according to NTDC type test policy In case it does not possess the type test OR the type test reports furnished by the bidder/contractor are not from one of the laboratories mentioned in NTDC revised policy or HV&SC Lab Rawat OR are not relevant to the equipment offered OR do not meet or comply with the ratings and other requirements of the Purchaser's Specifications included in this bidding document (continue)	Yes
OR are otherwise not to the satisfaction of the Purchaser in any respect, Bidder/contractor will arrange fresh type test as per NTDC type test policy under witness of NTDC/FESCO/DISCO inspectors. The contractor / bidder shall submit schedule of type testing from approved STL Members Labs or HV&SC Lab Rawat as per NTDC type test policy within seven (07) working days from approval of technical data/drawings (continue)	Yes
failing which L.O.I / N.O.A will be cancelled and action will be taken against the bidder as per rules and relevant clauses of bidding document and type test must be completed within 75 days of issuance date of L.O.I. and material would be delivered within delivery period. No extra time will be allowed in case of submission of undertaking for fresh type testing.(continue)	Yes
The bidder shall submit an unconditional undertaking duly signed and stamped by bidder duly supported by manufacturer(s) in bid that in case of award of contract if submitted type test reports are not according to NTDC type test policy, he will carry out fresh type tests under witness of NTDC/DISCO's Inspectors as per NTDC revised type test policy within the quoted Bid price and without affecting the delivery /completion period as mentioned in the Bidding Documents.(continue)	Yes

NOTE: - I. In case of non-compliance of above, the bid will be rejected. II. Submission of undertaking for type test is only acceptable if submitted along with the bid after that it will not be accepted. III. If the bidder fails to complete the delivery of material with in delivery period due to delay / non-performance of type test, FESCO reserves the right to cancel the contract agreement including encashment of performance guarantee and blacklisting of the bidder. (continue)	Yes
IV. The bidder is required to submit all documents in English language and if any other language, these should be translated and vetted by embassy or foreign office, otherwise these will not be acceptable.	Yes

Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Items/Lots

Lot Title : LOT As a Whole

Bid Security : 150000 PKR

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
132KV Metal oxide Surge Arrester along with Steel Supporting Structure, Terminal Connectors & Grouting Bolts as per concerned WAPDA/PEPCO/NTDC Specification (amended to date)	Switchyard surge arrestors	**Address:** FESCO / Central Ware house Nishatabad Faisalabad or any FESCO Project site **Schedule:** 150 Days **Quantity:** 07/Qty	7 / Qty	Any	24 Months
11KV Metal oxide Surge Arrester as per concerned WAPDA/PEPCO/ NTDC Specification (amended to date)	Switchyard surge arrestors	**Address:** FESCO / Central Ware house Nishatabad Faisalabad or any FESCO Project site **Schedule:** 150 Days **Quantity:** 03/Qty	3 / Qty	Any	24 Months

Related Services of Goods:

No

LOT As a Whole

Item	UNSPSC	Related Services
132KV Metal oxide Surge Arrester along with Steel Supporting Structure, Terminal Connectors & Grouting Bolts as per concerned WAPDA/PEPCO/NTDC Specification (amended to date)	Switchyard surge arrestors	As per concerned WAPDA/PEPCO/ NTDC Specification (amended to date)
11KV Metal oxide Surge Arrester as per concerned WAPDA/PEPCO/ NTDC Specification (amended to date)	Switchyard surge arrestors	As per concerned WAPDA/PEPCO/ NTDC Specification (amended to date)

Items/Lot Specification

Lot Title : LOT As a Whole

Item: 132KV Metal oxide Surge Arrester along with Steel Supporting Structure, Terminal Connectors & Grouting Bolts as per concerned WAPDA/PEPCO/NTDC Specification (amended to date)

UNSPSC: Switchyard surge arrestors

Specifications / Requirements:

As per concerned WAPDA/PEPCO/NTDC Specification (amended to date)

Item: 11KV Metal oxide Surge Arrester as per concerned WAPDA/PEPCO/ NTDC Specification (amended to date)

UNSPSC: Switchyard surge arrestors

Specifications / Requirements:

As per concerned WAPDA/PEPCO/ NTDC Specification (amended to date)

Price Schedule

For Individual Items

#	Item 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

a. “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;

b. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

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

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

e. “Ancillary Services” means those services ancillary to the provision of Goods, 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 Bidder covered under the Contract;

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

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

h. **“**Day” means calendar day unless indicated otherwise.

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

j. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

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

l. “Government” means the Government of Pakistan;

m. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

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

o. “Party” means the Procuring Agency or the Bidder, as the case may be, and “Parties” means both of them;

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

q. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

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

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

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

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

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder 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.

5. Notices

5.1 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**.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

7. Authorized Representatives / Authority of Member in charge

7.1 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 Bidder may be taken or executed by the officials specified in the **SCC**.

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

8. Effectiveness of Contract

8.1 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.

9. Commencement of Services

9.1 The Bidder 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.

10. Program

10.1 Before commencement of the Services, the Bidder 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.

11. Starting Date/Expiration Date

11.1 The Bidder 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.**

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 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.

13. Modification

13.1 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 Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

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

14.2 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.

14.3 Extension of Time

Any period within which a Party 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.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder 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.

15. Termination

15.1 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 Bidder 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);

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

b. If the Bidder becomes (or, if the Bidder 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;

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

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

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

15.2 By the Bidder

The Bidder 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.

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

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

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

d. 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 Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product 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 Bidder 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.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods 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.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder 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 Bidder 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.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 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:

a. 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;

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

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, 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.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

21. Reporting Obligations

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

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15.**

22.2 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 Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder 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 Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

23.2 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.

23.3 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.

23.4 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.**

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

27.1 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 Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 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 Bidder 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.

27.3 The Bidder 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

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 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 related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder 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.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

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

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

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

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder 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 Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder 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.

35. Correction of Defects,and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder 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.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder 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 Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

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: PMU (FESCO) (Faisalabad Electric Supply Company (FESCO)), Chief Engineer Chief Engineer (Development), FESCO Head Office, Canal Road, Faisalabad, Pakistan., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

The Supplier is:

The title of the subject procurement is: TENDER NO.NCB-859/FESCO/PMU/GSC(DEPOSIT-WORK)/2026-27 132KV Metal Oxide Surge Arrester along with Steel Supporting Structure, Terminal Connectors & Grouting Bolts and 11KV Metal oxide Surge Arrester as per concerned WAPDA/PEPCO/ NTDC Specification

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

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 5

Notices:

The addresses for the notices are:

Procuring Agency:

PMU (FESCO) (Faisalabad Electric Supply Company (FESCO)), Chief Engineer
Chief Engineer (Development), FESCO Head Office, Canal Road, Faisalabad, Pakistan., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-370-180-0102
muhammad.waqasbaig@fesco.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 7.1

The Authorized Representatives are:

For the Procuring Agency:

PMU (FESCO) (Faisalabad Electric Supply Company (FESCO)), Chief Engineer
Chief Engineer (Development), FESCO Head Office, Canal Road, Faisalabad, Pakistan., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-370-180-0102
muhammad.waqasbaig@fesco.com.pk

For the Bidder:

Name: ……………………..

Designation: ……………..

Address: ……………………………..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

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 17

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 22

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 **0.08%** 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 23

Performance Guarantee:

The amount of performance guarantee shall be **5.00%** of the contract price in acceptable form of **Bank Guarantee**

Number of GC Clause 32

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 33

Currency of Payment:

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

Number of GC Clause 34

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

The Contractor shall keep the Engineer informed of the progress of manufacture and a notice (Inspection call) of at least 30 days (for local inspection) to the Purchaser for witnessing such tests with date, time and place and 60 days (for foreign Inspection), in writing as to when the Goods or any part thereof will be ready for inspection and for shipping to wharf at the port of entry/disembarkation. Following receipt of such notice,(continue)

the Engineer may arrange pre-shipment inspection of the Goods or any part thereof including the packing at the Contractor's premises and will issue a pre-shipment Inspection Report. In case the Engineer cannot or shall not arrange pre-shipment inspection, the Engineer shall issue a letter of waiver to ensure timely shipment. The Goods or any part thereof shall be shipped or delivered only upon issuance of pre-shipment inspection report or waiver to pre-shipment inspection, by the Engineer.

The Goods/material to be installed at the project shall be subject to the type, sample and routine tests as described in the Specifications. The contractor shall provide free of charge all such assistance, instruments, machines, labor and materials as are normally required for carrying out such tests.

Two (2) number authorized Engineers from FESCO will carry out inspection of the material at manufacturers works. A notice of at least 30 days (Local Inspection) and 60 days (Foreign Inspection) advance, in writing shall have to be given to the FESCO/Engineer by the bidder when the stores against the order are ready for Inspection.(continue)

All reasonable facilities as provided in the specifications or followed by Trade & Industry in general shall have to be offered to the Inspecting officers, by the bidder/contractor at its own expense for carrying out Testing and Inspection. For such purpose the Supplier shall provide free access at all times during manufacture, assembly and testing to the premises in which the work is being carried out.

For locally manufactured material: The material will be delivered to FESCO Consignee's Store within 20-days from date of issuance of inspection certificate subject to condition that offer for inspection of material is received to FESCO at least 30-days prior to final delivery date of material and offer is not rejected due to being a fake call or material not conforming to specification.In case of 21-days or more L.D Charges for total period.i-e from allowed delivery date to actual delivery date.

Similarly, if the offer for inspection of material is not received to FESCO at least 30-days prior to the final delivery date of material and the offer is not rejected due to being a fake call or material not conforming to the specification, L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged.

For foreign manufactured material: The material will be delivered to FESCO Consignee's Store within 60-days from date of issuance of inspection certificate subject to condition that offer for inspection of material is received to FESCO at least 60-days prior to final delivery date of material and offer is not rejected due to being a fake call or material not conforming to specification.In case of 61-days or more L.D Charges for total period.i-e from allowed delivery date to actual delivery date.

Similarly, if the offer for inspection of material is not received to FESCO at least 60-days prior to the final delivery date of material and the offer is not rejected due to being a fake call or material not conforming to the specification, L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged.

The cost of performing as well as witnessing any tests by the Inspector(s) during pre-shipment foreign/Local inspection shall be borne by the supplier if such tests are clearly intended by or provided for in the specifications or as agreed between FESCO and the Contractor. The contractor will cover all the expenses in context of witnessing of the tests by the inspectors including air ticket from Lahore/Faisalabad-Pakistan to the place or places of inspections, boarding & lodging in any(continue)

A class accommodation, local transportation and daily allowance of $ 200 per inspector to meet other expenses. In addition to this all the expenses regarding visa stamping (visa fee, by-air traveling from Faisalabad to visa stamping destination, A-class hoteling etc) of the approved Engineer & FESCO inspectors will be also borne by the contractor.

In case a part or whole of the equipment being installed at the project by the contractor is from with in the country (Pakistan) the cost of performing as well as witnessing any tests by the Inspectors during pre-shipment local inspection shall be borne by the contractor if such tests are clearly intended by or provided for in the specifications or as agreed between FESCO and the contractor. The contractor will cover all the expenses in context witnessing of the tests by the Inspectors(continue)

including 1st class traveling (by air or by road depending on the distance from Faisalabad Pakistan to the place or places of inspections), boarding & lodging in any A class accommodation, local transportation and daily allowance of 4000 Pak Rupees per inspector to meet other expenses.

In case the Goods fail to withstand any test, the cost of repeating such test and the cost of witnessing such test by the authorized representatives/Inspectors of FESCO shall be borne by the contractor and the equipment released or modified to the satisfaction of the Engineer without any additional cost to the FESCO.

Any inspection and/or witnessing of tests or the waiving of such tests and/or surveillance by the FESCO or their two No. of nominated representatives/Inspector shall not relieve the Supplier of its obligations and responsibilities under the Contract regardless of any approval or consent given by the FESCO/Engineer or their two Nos. representatives Inspector.

Two copies of all the Inspection and Tests Reports and certificates including that for-quality control shall be supplied to the FESCO/Consultant. The FESCO/Consultant or his two No. nominated representatives/Inspectors shall countersign the reports and certificates of such test as have been witnessed.

If Goods are being manufactured on other premises, the Contractor shall obtain permission from FESCO to carry out such inspection, examinations and testing on those premises.

The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified as above, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred as above, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling, boarding and lodging expenses.

Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price.(continue)

Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice as mentioned above.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report as mentioned above, shall release the Supplier from any warranties or other obligations under the Contract.

All the foreign origin material will be inspected in the country of manufacturing facility by the 02 FESCO Engineers.

Delivery & Documents

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer’s or Supplier’s Valid Warranty Certificate;

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

Certificate of Origin.

The locally manufactured material will be delivered to FESCO Consignee's Store within 20-days from the date of issuance of inspection certificate subject to the condition that the offer for inspection of material is received to FESCO at least 30-days prior to the final delivery date of material and the offer is not rejected due to being a fake call or material not conforming to the specifications.

In case of 21-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged.

The foreign manufactured material will be delivered to FESCO Consignee's Store within 60-days from the date of issuance of inspection certificate subject to the condition that the offer for inspection of material is received to FESCO at least 60-days prior to the final delivery date of material and the offer is not rejected due to being a fake call or material not conforming to the specifications.

In case of 61-days or more L.D charges for total period i.e. from allowed delivery date to actual delivery date will be charged.

Delivery Challan and GRN duly stamped and signed by the Consignee.

Number of GC Clause 37

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, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P106291***

To: **PMU (FESCO) (Faisalabad Electric Supply Company (FESCO)), Chief Engineer Chief Engineer (Development), FESCO Head Office, Canal Road, Faisalabad, Pakistan., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

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

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

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

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the **_____** day of **__________** 20**_____** between **PMU (FESCO) (Faisalabad Electric Supply Company (FESCO)), Chief Engineer Chief Engineer (Development), FESCO Head Office, Canal Road, Faisalabad, Pakistan., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **TENDER NO.NCB-859/FESCO/PMU/GSC(DEPOSIT-WORK)/2026-27 132KV Metal Oxide Surge Arrester along with Steel Supporting Structure, Terminal Connectors & Grouting Bolts and 11KV Metal oxide Surge Arrester as per concerned WAPDA/PEPCO/ NTDC Specification (*P106291*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

Signed, sealed, delivered by ___________________the _________________ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

………………………………………………

Signed, sealed, delivered by ___________________the _________________ (for the Procuring Agency)

Witness to the signatures of the Bidder: ………………………………………………

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **PMU (FESCO) (Faisalabad Electric Supply Company (FESCO)), Chief Engineer Chief Engineer (Development), FESCO Head Office, Canal Road, Faisalabad, Pakistan., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

___

[name of bank or financial institution]

[address]

[date}

Annexure

Bid Submission Sheet

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bid Submission Sheet** (page number: 78)

Price Schedule Form

Form must be uploaded duly signed and stamped by the bidder.

Financial Submission (Vendor)

Document Required

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

Form of Bid Security

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form of Bid Security** (page number: 81)

Manufacturer's Authorization

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Manufacturer's Authorization** (page number: 82)

Form Exp-1 Manufacturer's Experience

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form Exp-1 Manufacturer's Experience** (page number: 83)

Form Exp-2 Bidder's Experience

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form Exp-2 Bidder's Experience** (page number: 84)

Form LIT-1 Pending Litigation

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form LIT-1 Pending Litigation** (page number: 85)

Form Fin-1 Financial Situation

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form Fin-1 Financial Situation** (page number: 86)

Form Fin-2 Average Annual Turnover

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form Fin-2 Average Annual Turnover** (page number: 87)

Form Fin-3 Financial Resources

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form Fin-3 Financial Resources** (page number: 88)

Form Fin-4 Current Contract Commitments in progress

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form Fin-4 Current Contract Commitments in progress** (page number: 89)

Form-1 End User's performance certificates

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form-1 End User's performance certificates** (page number: 90)

Form-2 Production capacity form for manufacturer

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form-2 Production capacity form for manufacturer** (page number: 91)

Form-3 Domestic Goods (Value added in pakistan)

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form-3 Domestic Goods (Value added in pakistan)** (page number: 92)

Form-4 Deviation from Technical Provision

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form-4 Deviation from Technical Provision** (page number: 93)

Form-5 Deviation from contractual/commercial provision

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form-5 Deviation from contractual/commercial provision** (page number: 94)

Annexure-I As per per PPRA Regulations no. 1(1)

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-I As per per PPRA Regulations no. 1(1)** (page number: 95)

Delivery Schedule Form

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Delivery Schedule Form** (page number: 97)

Technical Specifications

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Technical Specifications** (page number: 98)

Additional Special Conditions of Bid Documents

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Additional Special Conditions of Bid Documents** (page number: 101)

Undertaking regarding Blacklisting

Form must be uploaded duly signed and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Undertaking regarding Blacklisting** (page number: 113)

Agreement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Agreement** (page number: 114)

Performance Security

Information (Read-Only)

See Form Under Additional Forms and Documents: **Performance Security** (page number: 115)

Procurement Forms

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 116)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 117)

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: 118)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 120)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 121)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 123)

Additional Forms and Documents

Bid Submission Sheet

Date: ______________________________
NCB No.: __________________________
Invitation for Bid No.: _______________
Alternative No.: ____________________

To:
Chief Engineer (Development) FESCO
FESCO H/Q, Canal Road
Faisalabad, Pakistan.
Tel: +92-41-9220159
Fax: +92-41-9220691

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No:____;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Supply, the following Goods and Related Services: ____;

(c) Does accept the corrections of errors in accordance to ITB.

(d) The total price of our Bid offered in item (d) below is:
Amount in number:____
Amount in words: ____
____;

(e) Our Bid shall be valid for a period of **120-days** from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of five (05) percent of the Contract Price excluding GST for the due performance of the Contract;

(g) Our firm, including any sub-Suppliers or suppliers for any part of the Contract, have nationalities from the following eligible countries ____________________________;

(h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(i) Our firm, its affiliates or subsidiaries, including any sub-Suppliers or suppliers for any part of the Contract, has not been declared ineligible by NTDC/ WAPDA/ DISCO's.

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

(j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

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

(l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(n) We agree to permit FESCO or its representative to inspect our accounts and records and other documents relating to the bid submission.

Signed ______________________________

Name ______________________________

In the capacity of ______________________________

Duly authorized (As per Power of Attorney) to sign the Bid for and on behalf of __________

Dated ______________________________

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO Faisalabad

Price Schedule For Goods

Name of Bidder ____________________ IFB Number ____________ NCB Number ____________________________

1	2	3		4	5	6
Sr. No.	Description	Country of Origin	Unit	Qty	Unit Price (PKR) without GST on FCS basis	Total Price (PKR) FCS 4x5
1	132KV Metal oxide Surge Arrester along with Steel Supporting Structure, Terminal Connectors & Grouting Bolts as per concerned WAPDA/PEPCO/NTDC Specification (amended to date)		Nos.	07		
2	11KV Metal oxide Surge Arrester as per concerned WAPDA/PEPCO/ NTDC Specification (amended to date)		Nos.	03		
	TOTAL AMOUNT (Rs.)					

NOTE:-

- **The bidder shall submit Original Bid Security Rs.150,000/- (in the form of Call Deposit Receipt, Bank Draft, Pay Order, Security Deposit Receipt & Bid Guarantee issued any scheduled bank of Pakistan) in PKR valid for 148-days from the date of opening of tender in favor of Chief Executive Officer FESCO.**
- **All the quoted prices excluding GST and including Taxes & Duties (if any) will be firm & final written in this sheet.Any sheet regarding "Price Schedule for Good" prepared on firm's letter head will not be entertained.**
- **Fill all the forms available in bidding documents. Those forms which are prepared on firm's letter head will not be entertained.**
- **The bidder is required to provide the technical data, component list, literatures, brochures and drawings of each item with the bid. A bid without requisite documents will be considered as non-responsive.**
- **The Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services upto 15% after signing of Contract Agreement.**

Name ____

In the capacity of ____________________________________

Signed ____

Duly authorized to sign the Bid for and on behalf of ____________________

Director (Procurement)
PMU, FESCO, Faisalabad

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary:
Chief Executive Officer FESCO
Lot No.________
Amount PKR:__________ (in words____)
Issue Date:__________
Expiry Date:____________

BID GUARANTEE No.:*[insert number]*

We have been informed that ***[insert name of the Bidder]*** (hereinafter called "the Bidder") has submitted to you its bid dated ***[insert date]*** (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Notice for Invitation of Tender No. ***[insert NIT number]*** ("the NIT").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures][insert amount in words]***upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

(c) does not accept the corrections of errors in accordance with ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) **twenty eight (28) days** after the expiration of the Bidder's bid.

Consequently, we must receive any demand for payment under this guarantee at the office on or before that date.

Name ____
In the capacity of ____
Signed ____

Duly authorized to sign the Bid Security for and on behalf of ______________________
Date____

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

Manufacturer's Authorization

Date: ___________________________________

NCB No.: ________________________________

Invitation for Bid No.: ____________________

Lot No.: _________________________________

To:____

WHEREAS____ who are official manufacturers of ____ having factories at ____ do hereby authorize ____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us ______________________________and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name ____

In the capacity of: ____

Signed ____

Duly authorized to sign the Authorization for and on behalf of _________________________

Date ____

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

Form Exp-1 Manufacturer's Experience

Date: ____________________________

NCB No.: ____________________________

Invitation for Bid No.: ____________________

Lot No.: ____________________________

Sr. No	Client Name, Address Phone, Number& E-mail	Item	Quantity	Year	End-user Certificate

Signed & Stamped

NCB-________/FESCO/PMU/Name of Formation/Year

Procurement of Material

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

Form Exp-2 Bidder's Experience

Date: ___________________________

NCB No.: ___________________________

Invitation for Bid No.: ___________________

Lot No.: ___________________________

Sr. No	Client Name, Address Phone, Number& E-mail	Item	Quantity	Amount (PKR)	Year	Copies of agreement/P.O

Signed & Stamped

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

Form LIT-1 Pending Litigation

Each Bidder must fill in this form

Pending Litigation			
➢ No pending litigation in accordance with of Section 3 (Evaluation and Qualification Criteria) ➢ Pending litigation in accordance with of Section 3 (Evaluation and Qualification Criteria)			
Year	**Matter in Dispute**	**Value of Pending Claim in Pak Rupees**	**Value of Pending Claim as a Percentage of Net Worth**

Signed & Stamped

NCB-________/FESCO/PMU/Name of Formation/Year

Procurement of Material

Superintending Engineer (S&D) FESCO Faisalabad.

Director (Procurement) PMU, FESCO, Faisalabad

Form Fin-1 Financial Situation

Each Applicant must fill in this form

Financial Data for Previous 3 Years (PKR)		
Year 1:	**Year 2:**	**Year 3:**

Information from Balance Sheet

Financial Data for Previous 3 Years [Pak Rupee]			
Description	**Year-1 ( )**	**Year 2 ( )**	**Year 3 ( )**
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Total Debt			
Receivables			
Inventories in Head			

Information from Income Statement

Total Revenues/ Sales			
Profit Before Taxes			
Profit After Taxes			
Interest Charges Paid			

☐ Attached are copies of audited financial statements (balance sheets including all related notes, and income statements), income tax returns for the last three years, as indicated above, complying with the following conditions;

- All such documents reflect the financial situation of the Applicant.
- Historic financial statements must be audited by a Certified Accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Signed & Stamped

NCB-________/FESCO/PMU/Name of Formation/Year

Procurement of Material

Superintending Engineer (S&D)
FESCO Faisalabad

Director (Procurement)
PMU, FESCO, Faisalabad

Form Fin-2 Average Annual Turnover

Each Bidder must fill in this form

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for Contracts/Orders in progress or completed, converted to Pak Rupee at the rate of exchange at the end of the period reported.

Annual Turnover Data for the Last 3 Years				
Sr. No	**Year**	**Amount Currency**	**Exchange Rate**	Pak Rupee **Equivalent**
1				
2				
3				
Average Annual Turnover				

Signed & Stamped

NCB-________/FESCO/PMU/Name of Formation/Year

Procurement of Material

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

Form Fin-3 Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total orders cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

Financial Resources		
No.	**Source of financing along with supporting documents (must be attached)**	**Amount (Pak Rupee equivalent)**
1		
2		
3		
4		
5		
Total		

Signed & Stamped

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

Form Fin-4 Current Contract Commitments in Progress

Bidders should provide information on their current commitments on all contracts/orders that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts/orders approaching completion, but for which an unqualified, delivery certificate has yet to be issued.

Current Contract Commitments					
Sr. No.	**Name of Contract/ Order**	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding orders** [Pak Rupee **Equivalent]**	**Estimated Delivery Date**	**Average Monthly Invoicing Over Last Six Months** (Pak Rupees Equivalent/ **month]**
1					
2					
3					
4					
5					

Signed & Stamped

NCB-________/FESCO/PMU/Name of Formation/Year

Procurement of Material

Superintending Engineer (S&D) FESCO Faisalabad.

Director (Procurement) PMU, FESCO, Faisalabad

Form-1End user's performance certificates

Company Monogram of Client/Purchaser

Name of Manufacturer	
Name of Equipment/Material	
Type & Designation	
Rated Voltage & Rating of Equipment	
Quantity (No. or Sets or other unit)	
Amount	
Contract Agreement/P.O No. date	
Equipment Commission Date:	Day/Month/Year
Performance of Equipment/Material since Installation & Commission	☐Satisfactory ☐ Not Satisfactory
If not satisfactory, please describe the reasons	
Client /Purchaser's comments regarding performance of equipment/material	
Client/Purchaser Name:	
Client/Purchaser Address	
Client/Purchaser Phone & Fax Numbers	
Client /Purchaser E-mail address &official Web Site	

Note: At least one (01) No. End user Certificate is to be attached.

Stamp & Signature of Client/Purchaser

NCB-________/FESCO/PMU/Name of Formation/Year

Procurement of Material

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

Form-2 Production Capacity form for manufacturer

Sr #	Total Factory Production Capacity (No. or Sets or other unit)/Year	Order in Hand (No. or Sets or other unit)	Expected order during execution of this contract if awarded(No. or Sets or other unit)	Remaining Capacity of Factory(No. or Sets or other unit)
A	B	C	D	E=(B-C-D)

Signed & Stamped by Manufacturer

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

Form-3Domestic Goods (Value added in Pakistan)

Sr #	List of items to be used for manufacturing the offered equipment/material from **Local Market**	Qty	Total price Ex-work	List of items to be used for manufacturing the offered equipment/material from **Foreign Market**	Qty	Total price Ex-work
1						
2						
3						
4						
5						
6						
7						
Total Local Material Cost				Total Foreign Material Cost		
%age of Total Cost				%age of Total Cost		
Manufacturing Price (Ex-works)						
Value Addition in %age (Formula)						

Note: Manufacturer also required to provide the documentary proof and calculation of Value addition with bidding documents.

Sign & Stamp by manufacturer

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

Form-4 Deviation from Technical Provision

It is presumed that bidder shall not take any deviation. However, if he intends to take deviation to specified terms, those must be listed in the space provided below:

Sr #	Section No.	Clause No	Deviation	Clarifications

Sign & Stamped by bidders

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO Faisalabad

Form-5 Deviation from Contractual/Commercial Provision

It is presumed that bidder shall not take any deviation. However, if he intends to take deviation to specified contractual/commercial conditions, those must be listed in the space provided below.

Sr #	Section No	Clause No	Deviation	Clarifications

Sign & Stamped by bidders

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

(ANNEXURE-I)

(AS PER PPRA REGULATION NO.1(1)/PPRA Scctt./PPRA/2022 DATED 02.06.2022)
(FOR CONTRACTS WORTH Rs.50 MILLIONS AND ABOVE)

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name: ____________________
2. Father's Name: ____________________
3. CNIC/NICOP/Passport No: ____________________
4. Nationality: ____________________
5. Residential Address: ____________________
6. Email Address: ____________________
7. Date on which shareholding, control or interest in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/limited) Liability/Partnership/ Association of Persons/Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified)	Date of Incorporation/Registration	Name of Registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person of legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details hall be provided regarding number of shares in the capital of the company as set opposite respective names)

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

1	2	3	4	5	6	7	8
Name and surname (In block letters)	CNIC No. (in case of foreigner Passport No.)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the registered/principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)
			Total numbers of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial owner (s).

Name and Signature: ______________________________

(Person authorized to issue notice on behalf of the company)

Superintending Engineer (S&D) FESCO Faisalabad.

Director (Procurement) PMU, FESCO, Faisalabad

1. **Name Package: NCB-859/FESCO/PMU/GSC(DEPOSIT-WORK)/2026-27**

2. **List of Goods and Related Services:**

S #	Description	Unit	Qty
1	132KV Metal oxide Surge Arrester along with Steel Supporting Structure, Terminal Connectors & Grouting Bolts as per concerned WAPDA/PEPCO/NTDC Specification (amended to date)	Nos.	07
2	11KV Metal oxide Surge Arrester as per concerned WAPDA/PEPCO/ NTDC Specification (amended to date)	Nos.	03

Note: Bidder shall quote full quantity of each item, in case, a bidder does not quote complete tender (i.e. all quantities of each item of the tender), the bidder shall be considered non responsive in the tender during tender evaluation.

3. **Delivery and Completion Schedule**

S#	Description of Goods	DeliverySchedule (FCS)Project Site/FESCO Store	Location
1	132KV Metal oxide Surge Arrester along with Steel Supporting Structure, Terminal Connectors & Grouting Bolts as per concerned WAPDA/PEPCO/NTDC Specification (amended to date)	**150-Days** from signing of contract	FESCO / Central Ware house Nishatabad Faisalabad or any FESCO Project site
2	11KV Metal oxide Surge Arrester as per concerned WAPDA/PEPCO/ NTDC Specification (amended to date)		

SEAL & SIGNATURE OF BIDDER

Director Procurement
PMU, FESCO, Faisalabad

4. Technical Specifications:

1. General

1.1 All designs, equipment, materials and workmanship shall comply with and be tested in accordance with requirements of the specifications. Equipment or parts, which are not covered by the specifications, shall comply with rules, codes and regulations of PEPCO/NTDC.

1.2 The general inlet of these specifications is to require the supply of equipment and materials equal or superior to those actually described herein. Unless otherwise stated, reference to the brand or manufacture, if made is only for the sake of comparison as to type, design, character or quality of the equipment and materials desired and shall not be interpreted as eliminating other equipment and materials of equal performance, quality and durability.

2. Specifications and Drawing:

2.1 The contract shall be executed in strict conformity with the specifications and/or Drawings given or mentioned in this section and the supplier shall do no 'Work' without proper specifications, instructions and/or Drawings.

2.2 Specifications and/or drawings are intended to complement each other so that if anything is shown on the drawings as required but not mentioned in the specifications or vice versa. It shall be of like effect as if shown or mentioned in both. If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or, if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Purchaser whose written explanation and/or clarification shall be obtained before proceeding with the work.

2.3 The Manufacturer / supplier shall submit to Purchaser, after **10-days** of the signing of the Contract Agreement for approval of the Purchaser, four (4) copies of all valid drawings technical literature, data, operation and maintenance instruction books and/or manuals required under the specifications and such other documents as per required in the Technical Specifications or other provisions of the bidding documents or, if Purchaser deems necessary, require changes or modifications to be made therein, Purchaser shall return two copies to the Manufacturer/Supplier marked, *"Approved"*, *"Approved as Noted"* or *"Returned for Correction"*.

2.4 For each drawing which is noted "Returned for Correction", the Manufacturer/Supplier after incorporating the desired changes in the drawing shall resubmit four (4) sets of the same to the Purchaser for approval. Two prints of which shall be stamped "APPROVED" by the Purchaser and returned to the Manufacturer/Supplier for his record.

2.5 On completion of the Contract the Manufacturer / Supplier shall deliver to the Purchaser four (4) prints of all approved drawings, technical literature, data which show the work in the final or "as built" condition. The said drawings and documents shall be permanent and non-fadable. In addition to above, two soft copies of above mentioned final drawings made on AutoCAD (latest version) on two separate CDs shall also be provided to the Purchaser.

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

2.6 The Manufacturer/Supplier shall allow **10-days** for the Purchaser's approval of drawings in his schedule of work and in the time allowed for completion of the Contract. Extra time required for approval of drawings due to deficiencies in design or errors in submitted drawings shall be the responsibility of the Manufacturer/Supplier and no extension in time will be allowed on this account.

2.7 Approval by the Purchaser does not relieve the Manufacturer/Supplier of his responsibility to do the work in accordance with the Contract.

2.8 The Manufacturer/Supplier shall be responsible for any discrepancies, errors and omissions in any drawings or other particulars supplied by him whether the Purchaser has approved such drawings or particulars or not.

2.9 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly started in the Contract. Where such standards and codes are national or relates to a particular country or regions, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

3 Language

3.1 All correspondence, literature, drawings, name plates, diagrams, applicable data, equipment details, instructions and maintenance books and manuals, spare parts, books and descriptive data shall be in the English language.

4 Tests

The ordered material shall be subject to tests as per relevant provisions of the specifications.

5 Type Test Reports

5.1 The bidder/contractor shall provide type test reports dully witnessed by NTDC/DISCO's inspectors with the bid as per NTDC Revised Type Testing Policy. However, Type test if performed in approved STL Lab / HV&SC lab Rawat and is valid, relevant / acceptable to purchaser prior to the issuance of NTDC revised type test policy (issued on 03.01.2019), then it is not mandatory to be witnessed by NTDC / DISCO's representative.

5.2 The bidder shall offer type tested equipment according to NTDC type test policy In case it does not possess the type test OR the type test reports furnished by the bidder/contractor are not from one of the laboratories mentioned in NTDC revised policy or HV&SC Lab Rawat OR are not relevant to the equipment offered OR do not meet or comply with the ratings and other requirements of the Purchaser's Specifications included in this bidding document OR are otherwise not to the satisfaction of the Purchaser in any respect, Bidder/contractor will arrange fresh

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

type test as per NTDC type test policy under witness of NTDC/FESCO/DISCO inspectors. ***The contractor / bidder shall submit schedule of type testing from approved STL Members Labs or HV&SC Lab Rawat as per NTDC type test policy within seven (07) working days from approval of technical data / drawings failing which L.O.I / N.O.A will be cancelled and action will be taken against the bidder as per rules and relevant clauses of bidding document and type test must be completed within 75 days of issuance date of L.O.I. and material would be delivered within delivery period. No extra time will be allowed in case of submission of undertaking for fresh type testing.***

5.3 The bidder shall submit an unconditional undertaking duly signed and stamped by bidder duly supported by manufacturer(s) in bid that in case of award of contract if submitted type test reports are not according to NTDC type test policy, he will carry out fresh type tests under witness of NTDC/DISCO's Inspectors as per NTDC revised type test policy within the quoted Bid price and without affecting the delivery /completion period as mentioned in the Bidding Documents.

NOTE:-

- **I.** In case of non-compliance of above, the bid will be rejected.
- **II.** Submission of undertaking for type test is only acceptable if submitted along with the bid after that it will not be accepted.
- **III.** If the bidder fails to complete the delivery of material with in delivery period due to delay / non performance of type test, FESCO reserves the right to cancel the contract agreement including encashment of performance guarantee and blacklisting of the bidder.
- **IV.** The bidder is required to submit all documents in English language and if any other language, these should be translated and vetted by embassy or foreign office, otherwise these will not be acceptable.

6. Technical Specifications

6.1 The following technical specifications (amendment to date) are appended hereto.

As per WAPDA/NTDC/PEPCO Specifications (amended to date) will be applicable.

7. SCHEDULE OF TECHNICAL DATA

The bidder is required to fill the requisite schedule of technical data as per WAPDA/NTDC/PEPCO Specification (amended to date) as well as technical data as per Samples/Brochures submit the same with the bid. A bid without schedule of technical data (filled in) will be considered as non-responsive.

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

Additional Special Conditions of Bid Documents

Section VIII. Special Conditions of Contract

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

SCC 1	The Purchaser's country is: Islamic Republic of Pakistan
SCC 2	The Purchaser is: Faisalabad Electric Supply Company Ltd.
SCC 3	The Site is: Project site or FESCO Central Ware House Nishatabad Faisalabad as per "Delivery and Completion Schedule" (Section-VI)
SCC 4	The contract will be according to FCS (Free Consignee Store).
SCC 5	The language shall be: English
SCC 6	For **notices**, the Purchaser's address shall be: Chief Engineer (Development), FESCO Head office, Canal Road, Faisalabad, Pakistan Phone: + 92 - 41 – 9220159 Fax: + 92 - 41 – 9220691 Zip Code: 38000 E-mail address: directorprofesco@gmail.com & cedevfesco@yahoo.com
SCC 7	The governing law shall be: Laws of Islamic Republic of Pakistan.
SCC 8	The formal mechanism for the resolution of disputes shall be Arbitration. Any dispute between the Purchaser and Supplier arising in connection with the present contract shall be referred at arbitration in accordance with Arbitration Act of Pakistan enforced at the time of opening of Bids. The place of arbitration will be Faisalabad.
SCC 9	The scope of supply shall be as given in Section-VI of this document. At the time of awarding the Contract, the Purchaser shall specify any change in the scope of Supply with respect to Section-VI, Schedule of Supply included in the Bidding Document. Such Changes may be due for instance , if the quantities of the Goods and Related Services are increased or decreased at the time of award.
SCC 10	The Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services upto **15%** after signing of Contract Agreement.

Signed & Stamped by Bidder/Supplier

SCC 11	100% material will be delivered within delivery period specified in Contract Agreement subject to following conditions: **a. <u>For locally manufactured material</u>** i) The material will be **delivered to FESCO Consignee's Store within 20-days** from the date of issuance of inspection certificate subject to the condition that the offer for inspection of material is received to FESCO at least 30-days prior to the final delivery date of material and the offer is not rejected due to being a fake call or material not conforming to the specification. In case of 21-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged. ii) Similarly, if the offer for inspection of material is not received to FESCO at least 30-days prior to the final delivery date of material and the offer is not rejected due to being a fake call or material not conforming to the specification, L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged **b. <u>For foreign manufactured material</u>** i) The material will be **delivered to FESCO Consignee's Store within 60-days** from the date of issuance of inspection certificate subject to the condition that the offer for inspection of material is received to FESCO at least 60-days prior to the final delivery date of material and the offer is not rejected due to being a fake call or material not conforming to the specification. In case of 61-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged. ii) Similarly, if the offer for inspection of material is not received to FESCO at least 60-days prior to the final delivery date of material and the offer is not rejected due to being a fake call or material not conforming to the specification, L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged.
SCC 12	The prices shall not be subject to adjustment during contract execution.

SCC 13	**PAYMENT:-** A) 100% payment in Pak rupees (outside or within purchaser country suppliers) will be made by the Director (Project Financing) PMU FESCO Ltd, Faisalabad on submission of the following documents complete in all respect after necessary pre-audit. i) Bill in triplicate. ii) Delivery Challan and GRN duly stamped and signed by the consignee. iii) Warranty Certificate. iv) Inspection Certificate issued by the Inspecting Officers. v) Letter from office of Chief Engineer (Development) PMU FESCO Faisalabad for acceptance of Performance Guarantee. vi) Certificate to the effect that the billed amount has not been claimed or received earlier. vii) Copy of Sales Tax invoice. B) **PAYMENT OF SALES TAX** The amount of 18% sales tax **Rs.____________/-** will be reimbursed by Director (Project Financing) PMU O/O the Chief Engineer (Development) PMU FESCO Ltd: Faisalabad as under:- i) Sales Tax return cum payment Challan for the month of delivery of material. ii) Copy of GRN duly stamped and signed by the respective consignees. iii) Sales Tax Invoice as per GRN above. iv) In case the manufactures who pay lump sum Sales Tax, they shall also submit an affidavit on non-judicial paper that "Challan includes the amount of Rs.___________of Sales Tax for supply of material to FESCO against Contract Agreement/P.O. No._______dated._____________. These document shall be however, be got verified/Pre audited by Finance Director FESCO Ltd: Faisalabad before payment by the bank. C) **Head of Budget**. D) **Partial Deliveries and Part Payments are allowed.** E) **In case of payment through inland Letter of Credit,** All the payments due under the Purchase Order will be made through confirmed & irrevocable Letter of Credit for Contract Price to be established by Chief Financial Officer FESCO Faisalabad through

	any Scheduled Bank of Pakistan in your's favour. All amount of material (including GST etc) in the letter of credit shall be available for negotiation and encashable on the production of documents mentioned as under duly pre-audited by the Chief Financial Officer FESCO Ltd, Faisalabad:- i. Bill in triplicate for 100% claim. ii. Delivery challan and G.R.N. duly stamped and signed by the respective consignee. iii. Warranty Certificate. iv. Inspection Certificate issued by the inspecting officers. v. Certificate to the effect that the billed amount has not been claimed or received earlier (Non-payment certificate). vi. Confirmation of Director (Procurement) PMU FESCO Ltd: Faisalabad, about acceptance of performance guarantee/bond. vii. Sales Tax Invoice as per GRN above. viii. Sales Tax return cum payment Challan for the month of delivery of material. ix. In case the manufactures who pay lumpsum Sales Tax, they shall also submit an affidavit on non-judicial paper that "Challan includes the amount of Rs.________________ of Sales Tax for supply of the quantity of__________________ to FESCO against P.O. No._____________ dated _____________. These documents shall however, be got verified/pre-audited by Chief Financial Officer FESCO Ltd: Faisalabad before payment by the Bank. **Note:-** All Charges relating to L/C opening and negotiation charges shall be borne by bidder/supplier and also L/C opening charges at the time of opening upon the demand of Bank and subsequent extension charges etc. Opening of L/C is bidder's requirement. Its pursuance and correctness must be watched by the bidder/supplier.
SCC 14	The currency of payment shall be Pak Rupees.
SCC 15	The Supplier/Manufacturer shall provide a Performance Security of **five percent (05%) of the total Contract Price excluding sales tax.** The Performance Security shall be denominated in the currency of the Contract Price
SCC 16	The Performance Security shall be in the following manner and form; Within **Twenty Eight (28) days** of receipt of the notification of award/letter of intent, the successful Bidder shall furnish the performance security, in the amount given in SCC 18.1 and in the format included in Section IX of this bidding document, from a reputable bank in the Purchaser's country, acceptable to Purchaser. Performance Security shall be furnished on non-judicial stamp paper issued by Government of Pakistan of value Pak. Rs. 500/-.

Signed & Stamped by Bidder/Supplier

SCC 17	Discharge of Performance Security shall take place within, twenty four (24) months from the date of delivery to store.
SCC 18	The packing, marking and documentation within and outside the packages shall be **Packing** 1. Packing of the Goods shall be as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. 2. The final packing shall be such that the weight and dimensions of packages are within reasonable limits in order to facilitate handling, storage and transportation 3. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirement, if any, and in any subsequent instructions ordered by the Purchaser. 4. A sticker mentioning "PCB/ POP free" may be affixed on each crate, case, box, package or bundle. **Identification Marking** 1. Each crate, case, box, package or bundle shall have labels and or tags made water proof. A packing list shall be included in each crate or box. 2. Each package delivered under the Contract shall be consecutively numbered and shall also be marked with code number or other identification to be approved by FESCO so that various components of the Goods.
SCC 19	The insurance coverage shall be in accordance with Pursuant to GCC , Sub-Clause 24.1, For Goods to be provided the Supplier must insure the goods in amount equal to 105% of FCS price of the goods from warehouse to warehouse on all risks basis, including war risks and strikes. FCS – Free Consignee Store (FESCO own Commercial Term)
SCC 20	Obligations for transportation of the Goods shall be in accordance with FCS specified in Section VI, schedule of supply and price schedule for goods and related services.

Signed & Stamped by Bidder/Supplier

SCC 21	Tests and Inspections specified in Section VI, Schedule of Supply NTDC/PEPCO Specification amended upto date, shall be carried out at the following times or milestones, and places: 1. To ensure the manufacture of Goods to be in conformity with Contract requirements, the Manufacturer/Supplier shall institute and follow regular procedures for quality assurance during manufacture. The Manufacturer/Supplier shall maintain an independent quality control department, which shall be responsible for enforcing the quality assurance program. Upon Award of the Contract, the Supplier and the Purchaser shall establish mutually acceptable quality control and inspection procedure. 2. The Goods shall be subjected to the tests as per relevant provisions of the Specifications. 3.Factory acceptance test/pre-shipment inspection as per specification for the major equipment/ plant shall be witnessed by two (02) authorized representatives of FESCO. The inspection charges @ Rs.0.5% **(non-reimbursable & only for local inspection)** of the cost of material including Sales Tax will be paid by the contractor/supplier while offering the material for inspection. The contractor/supplier shall bear all costs of inspectors in connection with witnessing of the factory acceptance/ pre-shipment tests and the cost thereof shall be deemed to be included in the contract price. These shall include the cost of pre travel arrangements, air travel from Islamabad/ Lahore to place of inspection and back, hotel stay (boarding/ lodging in A class accommodation), inland transportation and daily allowance ($ 200 per day per person for inspection/testing to be conducted outside Pakistan including travel time. 4. As soon as Goods are ready for Inspection the Manufacturer/Supplier shall give a notice (Inspection call) of at least 30 days (for local inspection) to the Purchaser for witnessing such tests with date, time and place and 60 days (for foreign Inspection) . The nomination of the Inspectors will be made by the purchaser within 15 days from the receipt of Inspection Call. The nominated Inspectors shall provide copy of their valid passports to the supplier through an official covering letter within 07-days from their nomination date. The supplier shall arrange an invitation letter for the nominated inspectors within 07-days from the date of receipt of copies of passports.

	The nominated Inspectors shall submit their passports to the relevant Embassy in Pakistan within 05-days from the receipt of invitation. However supplier shall fully assist the nominated inspectors in submission of visa application(s) by providing all supporting documents on his part and help in attaining visa through necessary correspondence with the embassy. The delay in issuance of visa by the embassy beyond 21 days from the submission of visa application date shall be added to the delivery period. The nominated Inspectors shall proceed for inspection within 5 days from the receipt of visa(s). Within 07 days from the completion of inspection the inspectors shall issue the Inspection Certificate. In case extra time is spent on any of the above listed activity, Contractor/firm may claim for extension of delivery period within 07 days of happening of such event (s) subject to proper documentary proofs otherwise request for extension in delivery will not be entertained. 5. All work covered by the Contract shall be subject to surveillance, testing and inspection by two representatives/Inspector(s) of the Purchaser. The Inspectors may require witnessing any or all the tests to be carried out. For such purpose the Manufacturer/Supplier shall provide free access at all times during manufacturing, assembly and testing to the premises in which the work is being carried out. 6. In case the Goods fail to withstand any test, the cost of repeating such test and the cost of witnessing such test by the Purchaser or his two Nos. representatives/Inspectors shall be borne by the Manufacturer/Supplier and the equipment released or modified to the satisfaction of the Purchaser without any additional cost to the Purchaser. 7. Any inspection and/or witnessing of tests or the waiving of such tests and /or surveillance by the Purchaser or his two Nos. representatives/Inspectors shall not relieve the Manufacturer/Supplier of its obligations and responsibilities under the Contract regardless of any approval or consent given by the Purchaser or his two Nos. representatives/Inspectors.
SCC 22	The liquidated damage shall be: 0.5 % of the total Contract Price per week or part thereof.

Signed & Stamped by Bidder/Supplier

	The maximum amount of liquidated damages shall be: Ten percent (10%) of the Contract Price. The liquidated damages shall be recovered only for the stores supplied late except where undelivered stores hold up the use of other stores, when it shall before the total value of the Contract. The recovery of Liquidated damages mentioned above can be affected from any payment due to the contractor
SCC 23	The period of validity of the Warranty shall be: A warranty to the effect that the goods offered conform exactly to the specifications laid down in this Contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications, or not in conformity with the test certificate, the Supplier will be held responsible for all losses and that you agree to substitute the unacceptable goods with the acceptable goods at Suppliers risk and cost provided the above mentioned defects/deficiencies are noticed within 54 months from the date of installation/commissioning or 60-months from the date of delivery of last consignment whichever is earlier.
SCC 24	The Supplier shall correct any defects covered by the Warranty within: Thirty (30) days of being notified by the Purchaser of the occurrence of such defects.
SCC 25	The amount of aggregate liability shall be equal to the value of the goods.
SCC 26	Within **Twenty Eight (28) days** of the receipt of notification of award from the Purchaser, the successful bidder shall furnish the **05% Performance Security** in accordance with the GCC, Contract Forms, or another form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned **05% Performance Security** within (28)-days shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
SCC 27	Promptly after receipt of 05% Performance Security and verification of same from concerned bank, the Purchaser shall send to the successful Bidder the Contract Agreement Within **Five (05) working days** of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

	If the supplier fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option either. To recover from the supplier liquidated damages levied at the rate of 0.5% per week or a part thereof, subject to a maximum of 10% of the contract price except. (a)Where un-delivered stores holdup the use of other stores liquidated damag (b)The recovery of liquidated damages mentioned above can be affected fron To purchase from elsewhere without notice to the supplier at the supplier's risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery, -OR- To cancel the contract with encashment of performance bond/guarantee and purchase undelivered material at the supplier's risk and cost, -OR-. To cancel the contract at the cost of encashment of performance bond/guarantee with black listing/debarring of the supplier firm and purchase un-delivered material at the supplier's risk and cost. In the event of the action being taken under (ii) or (iii) or (iv) above, the supplier shall be liable for any loss which the purchaser may suffer on that account, but the supplier shall not be entitled to any gain on repurchase made against the supply order. If during the course of execution of a contract, the supplier are black-listed by DISCO's/GENCO's/NTDC/WAPDA/FESCO the purchaser may proceed with all or any of the action detailed below: To allow the contract to run its course till completed in accordance with the terms and conditions of contract. To stop further supplies with or without financial repercussions. To cancel the contract with or without reservation of all rights.
SCC 28	The Purchaser (contracting officer) will have the right to forfeit the security Bond/Guarantee (Performance Bond). If the contractar (Supplier): - i). Fails to supply the goods within the time specified. ii) Commits any breach of contract. ijj) Fails to account for the Import Licence issued on account of the purchase iv)Fails to account for the raw material secured by the contractor against any v)Fails to return drawings, design or any material belonging to the contracting For other reasons specified in the purchase order by the contracting

Signed & Stamped by Bidder/Supplier

	officer for forfeiting the security deposit. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract of for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favour of any other unit of FESCO/GENCO’s/NTDC/DISCO’s/ WAPDA or from any money due to the contractor from any unit of FESCO/GENCO’s/NTDC/DISCO’s/ WAPDA.
SCC 29	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline Any Bidder feeling aggrieved by any act of the procuring agency after the Submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report. In case, the complaint is filed against the technical evaluation report, the GRC shall, suspend the procurement proceedings. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted. The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal. The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time. The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.

	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final. The GRC of FESCO is as under: i. General Manager Technical FESCO ii. Chief Financial Officer FESCO iii. Chief Engineer (O&M) T&G FESCO

Signed & Stamped by Bidder/Supplier

UNDERTAKING

We M/s ____

are not blacklisted / debarred / deregistered by any International Organization / WAPDA / NTDC / PEPCO / DISCOs / GENCOs or any other Public Sector Agency and are not included in the blacklisted / debarred list of PPRA. We also undertake that in case of any proof against this undertaking found at any stage, FESCO can take legal action according to SOP/Procedure.

NCB-________/FESCO/PMU/Name of Formation/Year

Procurement of Material

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

AGREEMENT

THIS AGREEMENT made the ________ day of ________________________, _____, between ______________________________________of __________________________ (hereinafter "the Purchaser"), of the one part, and ______________________________ of ______________________________ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., ____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of ____ (hereinafter "the Contract Price").

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 Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    (a) the Purchaser's Notification to the Supplier of Award of Contract;
    (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
    (c) the Special Conditions of Contract;
    (d) the General Conditions of Contract;
    (e) the Schedule of Supply; and
    (f) ____.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services 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 Agreement to be executed in accordance with the laws of ________________________ on the day, month and year indicated above.

Signed by ____ (for the Purchaser)

Signed by ____ (for the Supplier)

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

PERFORMANCE SECURITY

Date: ______________________________

Contract Name and No. :__________________
____

To: ____

WHEREAS ___________________________________ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. ___________ dated ______________, _______ to supply ____________________________________ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _________________ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned ____ ____________________, legally domiciled in ______________________________ ____, (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

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

This security is valid until the _________________ day of _________________, _____.

Name ____

In the capacity of ____

Signed ____

Duly authorized to sign the security for and on behalf of ___________________________

Date ____

Superintending Engineer (S&D)
FESCO Faisalabad.

Director (Procurement)
PMU, FESCO, Faisalabad

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	**Source of financing**	**Amount (Eq. PKR)**
1		
2		
3		

Past Experience / Contracts

Contracts over *[insert amount]* 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)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
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)**

<table>
<tr><td>[insert year]</td><td>[insert amount]</td><td>Contract Identification: [indicate complete contract name, number, and any other identification]
Name of Procuring Agency: [insert full name]
Address of Procuring Agency: [insert street/city/country]
Matter in dispute: [indicate main issues in dispute]
Party who initiated the dispute: [indicate “Procuring Agency” or “Supplier”]
Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</td><td>[insert amount]</td></tr>
<tr><td colspan="4">☐ 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.</td></tr>
<tr><td>Year of award</td><td>Outcome as percentage of Net Worth</td><td>Contract Identification</td><td>Total Contract Amount (currency), PKR Equivalent (exchange rate)</td></tr>
<tr><td>[insert year]</td><td>[insert percentage]</td><td>Contract Identification: [indicate complete contract name, number, and any other identification]
Name of Procuring Agency: [insert full name]
Address of Procuring Agency: [insert street/city/country]
Matter in dispute: [indicate main issues in dispute]
Party who initiated the dispute: [indicate “Procuring Agency” or “Supplier”]
Court/ arbitral award decision: [Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</td><td>[insert amount]</td></tr>
</table>

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments

No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current Eq. PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]
1					
2					
3					
4					
5					

Financial Situation and Performance

[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

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _*[insert number]* years, *[insert in words]* (amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[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

Annual Turnover Data			
Year	**Amount Currency**	**Exchange rate* (If applicable)**	**PKR equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.