

Standard Bidding Document

NCB-296 Procurement of Hydraulic Cutter for Rail & Greely Conductor,
Hydraulic Cutter hawthorn for 600mm (Estimated cost amounting to Rs.
2,190,163) including GST & all other taxes
(Goods)

National

Single Stage-One Envelope



October 13, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **IESCO-PMU (Islamabad Electric Supply company (IESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **IESCO-PMU (Islamabad Electric Supply company (IESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **"NCB-296 Procurement of Hydraulic Cutter for Rail & Greely Conductor, Hydraulic Cutter hawthorn for 600mm (Estimated cost amounting to Rs. 2,190,163) including GST & all other taxes"** with the reference of **"P111274"**
2. The **IESCO-PMU (Islamabad Electric Supply company (IESCO))** 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, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit, Bank Guarantee, 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/111274>** 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 **Monday, October 26, 2026 11:00 AM**. E-bids will be opened using **EPADS v2.0** on

the same day at **Monday, October 26, 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 65 of Public Procurement Rules, 2026 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.gov.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 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-2 I 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.

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

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.

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).

3.2 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.

3.3 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.

3.4 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 submission of false or misleading information or performance failure or involved in disrupting procurement process or due to breach of bid Securing Declaration.

3.5 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.

3.6 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 10.1** 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

Section IX Integrity Pact

Section X Declaration of Beneficial Ownership Information.

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 its 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 two (02) 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 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.

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.

9.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids 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 the documents required in the **BDS**.

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

Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;

Documentary evidence established in accordance with **ITB 03** 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;

Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

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

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 Pursuant to **ITB 10**, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bid

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

15. Bid Prices

15.1 The Bid 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 In the event that any item(s) in the Price Schedule are not quoted, and such omission is determined by the Procuring Agency not to materially affect the responsiveness of the Bid, the Procuring Agency may, for the sole purpose of bid evaluation and comparison, assign a price to the unquoted item(s) in accordance with the following methodology:

(a) The assigned price shall be the average of the prices quoted for the same item(s) by all substantially responsive bidders; or

(b) In cases where no comparable quotations are available, the Procuring Agency shall apply the corresponding item price from its duly approved cost estimate for evaluation purposes.

The prices so assigned shall be utilized exclusively for bid evaluation and comparison, and shall not, under any circumstances, be incorporated into or form part of the Contract Price.

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 13.1** 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 42 (2) of the Public Procurement Rules, 2026.

17. Bids Validity Period

17.1 Such extensions may be more than one time but the total period of such extension shall not exceed the original bid validity period.

17.2 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.

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 through EPADS v2.0. The Bid Security provided under **ITB 17** 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 36 of the Public Procurement Rules, 2026.

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 or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:

- a) a bank guarantee, a bank draft, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency;
- b) a cashier's or certified cheque; or
- c) another security if indicated in the BDS.

The Bid Security shall be valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

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 18.7** 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 Bid 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 documents, 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. cancellation of procurement proceedings.
- e. the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bid document stipulates that no such withdrawal is permitted.

18.8 The successful Bidder's Bid 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 16.2**; 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.

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 before bid submission deadline.

21.1 The Technical and Financial Bids, shall be submitted electronically through EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

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 respective 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 respective 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 fails 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 at 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 respective Evaluation Committee.

23.6 No bid will be rejected at the time of bid opening except for bids whose original bid security has not been provided to the procuring agency before bid submission deadline.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the respective Bid Evaluation Committee 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 Bid:

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 bid(s) 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 respective Bid Evaluation Committee 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 respective Bid Evaluation Committee'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.

25.4 If a Bid is not substantially responsive, it will be rejected by the respective Bid Evaluation Committee and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The respective Bid Evaluation Committee 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 respective Bid Evaluation Committee 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 respective Bid Evaluation Committee determines that the Bid is not substantially responsive in accordance with **ITB**, 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 price 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 respective Evaluation Committee 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 Bid, 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 respective Bid Evaluation Committee 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 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency in accordance with Rule 42(2) of Public Procurement Rules, 2026.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria prescribed in the Bidding Documents in accordance with Rule 11, 12 and 13 of the Public Procurement Rules, 2026.

29.2 While evaluating the bids, the procuring agency shall consider the following:

- i. Bids will be evaluated on lump sum bid basis or items wise or Lot wise (contracts), as specified in the BDS; and the Bid Price;
- ii. correction of arithmetic errors in accordance with ITB 27;

30. Domestic Preference

30.1 The respective Bid Evaluation Committee shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of the 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 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.

31.3 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.

31.4 Quality Based Selection (QBS)

After 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.

31.5 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.

31.6 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)(xxviii) of the Public Procurement Rules, 2026.

32. Abnormally Low Financial Bids

32.1 An abnormally low bid is a bid that, in light of the Procuring Agency's cost estimate, market conditions, or other received bids, appears to be unrealistically low and may not be sustainable for successful contract execution.

32.2 Where 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.

32.3 The Procuring Agency may reject an Abnormally low financial bid in accordance with Rule 43 of the Public Procurement Rules, 2026.

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

1. Comparing the Bid price with the cost estimate;

2. Comparing the Bid price with the Bid(s) 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.

32.5 The respective Bid Evaluation Committee will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.6 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.

32.7 Respective Bid Evaluation Committee 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.

32.8 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the respective Bid Evaluation Committee 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 Successful Bidder.

34. Negotiations

34.1 In accordance with Rule 52A of Public Procurement Rules, 2026, without changing the cost and scope of work or services, the procuring agency may

negotiate with the successful bidder (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.

There shall be no limitation on the successful bidder offering voluntary reduction in bid price without affecting the quality or scope of the procurement.

35. Procuring Agency's 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 45 of the Public Procurement Rules, 2026.

36. Cancellation of Procurement

36.1 The procuring agency reserves the right to cancel the procurement proceedings in accordance with Rule 46 of the Public Procurement Rules, 2026.

37. Procuring Agency's Right to Vary Quantities at the Time of Award

37.1 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.

38. Notification of Award

38.1 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 48 of the Public Procurement Rules, 2026.

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).

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

39. Signing of Contract

39.1 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.

39.2 Immediately after the Redressal of grievance by the GRC (if any), and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

40. Corrupt & Fraudulent Practices

40.1 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 engaging in any corrupt and fraudulent practices.

F. Grievance Redressal & Complaint Review Mechanism

41. Constitution of Grievance Redressal Committee

41.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 65 of the Public Procurement Rules, 2026 read with Redressal of Grievances Regulations, 2021.

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 65(7) of the Public Procurement Rules, 2026 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

42. Mechanism of Blacklisting

42.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Rule 25 of the Public Procurement Rules, 2026.

42.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 25 (6) of the Public Procurement Rules, 2026 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

43. Contract Management

43.1 For each procurement, the Procuring Agency shall designate a Contract Manager, who shall be duly responsible for the efficient management and administration of the contract in strict compliance with the provisions set forth under Rules 58, 59, and 60 of the Public Procurement Rules, 2026.

44. Inspection of goods and evaluation of services.

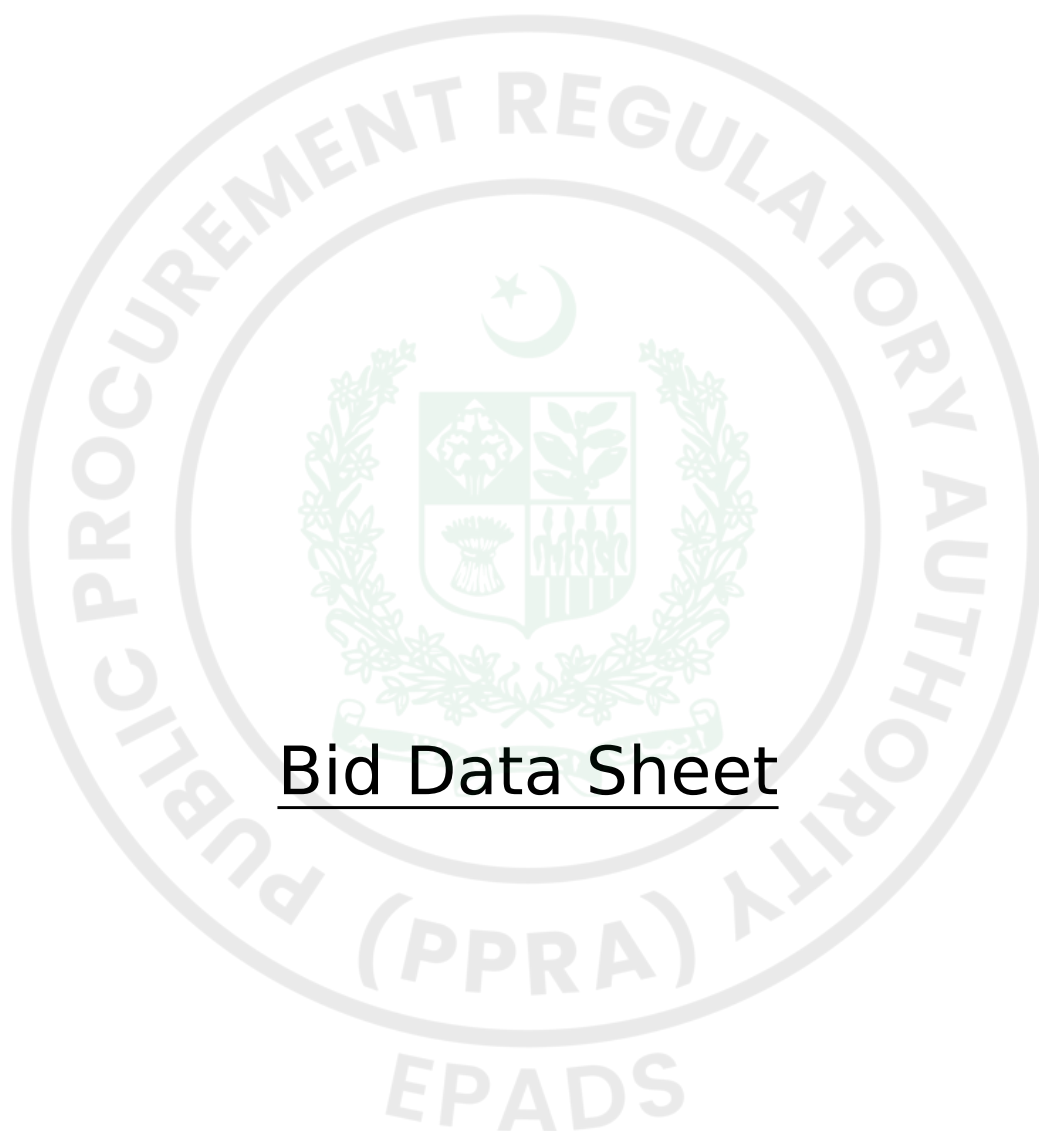
44.1 The Inspection Committee or the Firm shall have the right to conduct inspections of the goods in accordance with Rule 61 of the Public Procurement Rules, 2026.

45. Socio-economic development.

45.1 In accordance with Rule 63 of the Public Procurement Rules, 2026, preference may be granted to small and medium enterprises and marginalized groups in accordance with the policies notified by the Federal Government.

46. Environmental objectives

46.1 As per Rule 64 of the Public Procurement Rules, 2026, the procuring agency may seek to procure goods with a reduced environmental impact throughout their life cycle when compared to goods services with the same primary function that may otherwise be procured.



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: **IESCO-PMU (Islamabad Electric Supply company (IESCO))**

The subject of procurement is: **NCB-296 Procurement of Hydraulic Cutter for Rail & Greely Conductor, Hydraulic Cutter hawthorn for 600mm (Estimated cost amounting to Rs. 2,190,163) including GST & all other taxes**

Period for Provision of Goods:

Extension Period (if applicable):

Expected commencement date: **Monday, November 30, 2026**

BDS Clause Number 2

ITB Number 2.1

Source of funds [Enter source of funds]

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

Name and identification number of the Contract: **P111274**

Identification Number:

BDS Clause Number 3

ITB Clause Number 3.1

Eligible Bidder [Enter eligibility of bidder]

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 Clause Number 4.1

Eligible goods and related services [Enter requirements for eligible goods and related services, if any]

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, October 23, 2026

ITB Number 8.2

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, October 23, 2026

ITB Number 8.3

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, October 23, 2026

ITB Number 8.5

Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the time, and date of the pre-Bid meeting:

[The meeting should take place not later than one weeks before the deadline for Bid submission.]

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:

1. i. Joint venture Agreement if any on non-judicial stamp paper for particular tender
- ii. No Deviation certificates from Commercial terms and technical specification
- iii. Firms Engineers and professionals Information
- iv. Income tax returns for last three years
- v. Audited Financial Reports of last three years
- vi. Confirm and valid Bank Credit line (latest) (if any) required to establish cash flow or financial resources.

BDS Clause Number 6

ITB Number 11.1

Documents required / not required with bid submission [enter list of documents]
Samples required / not required with the bid [Enter the names and number of samples]

Items/Lots and their 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: **90 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**

Instrument of Bid Security shall be in the Name of : **Chief Engineer (Development) PMU IESCO Islamabad**

The Bid Security shall be in the form of: **Call at Deposit, Bank Guarantee, Demand Draft**

ITB Number 18.2

The address for submission of original bid security is [Insert the address for bid security submission]

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;

Office of Director (Procurement) Project Management Unit (PMU) Near 132kV Rawal Grid Station, Club Road, Kashmir Chowk Islamabad Capital Territory before bid submission deadline.

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

The deadline for Bids submission is: **Monday, October 26, 2026 11:00 AM**

Day : **Monday**

Date: **Monday, October 26, 2026**

Time : **11:30 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 : **Monday**

Date: **Monday, October 26, 2026**

Time : **11:30 AM**

ITB Number 29.2

The procuring agency shall consider the following:

lump sum bid basis; or

items wise; or

Lot wise (contracts),

ITB Number 30.1

BDS Clause Number 14

ITB Number 31.1

Domestic Preference [applicable / not applicable]

ITB Number 31.2

Selection technique adopted will be:

The Procuring Agency shall use any of the following evaluation techniques for determination of successful bid.

Least Cost Base Selection (LCBS)

Quality and Cost Based Selection (QCBS)

Quality Based Selection (QBS)

[Insert the Evaluation Technique]

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

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

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

ITB Number 42.2

The Address of PPRA Grievance Redressal Appellate Committee to submit a copy of grievance:

Grievance Redressal Appellate Committee,
Public Procurement Regulatory Authority
1st Floor, G-5/2, Islamabad, Pakistan
Tel: +92-51-9202254

Eligibility Criteria

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
FBR (GSTN)

Eligibility Criteria	Document
Bid Declaration Form not applicable	No
The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be Ten (10%) percent of the Contract Price in favor of chief engineer (Development) IESCO from Schedule Bank of Pakistan having rating A+ in shape of Bank Guarantee. Contractor will provide performance Guarantee at time of acceptance of Notification of Award	Yes
Bid security must be submitted in an acceptable form in the amount fixed in PKR valid for 28 days beyond bid validity period in favor of Chief Engineer (Development), IESCO, Islamabad.	Yes
The bidder shall include all applicable taxes, duties, levies and GST etc. as per PPRA EPADS v2.0 in the bid price. Any applicable tax or duty not included in the quoted price shall be deducted from the bidder's payments as per applicable Government rules and SOPs. No additional payment shall be made on this account. Moreover, any excuse of bidder for not adding the taxes amount in the bid price shall not be accepted	Yes
Price schedule attached as annexure shall be considered for bid price being mandatory to be filled for responsiveness.	Yes

Evaluation Criteria

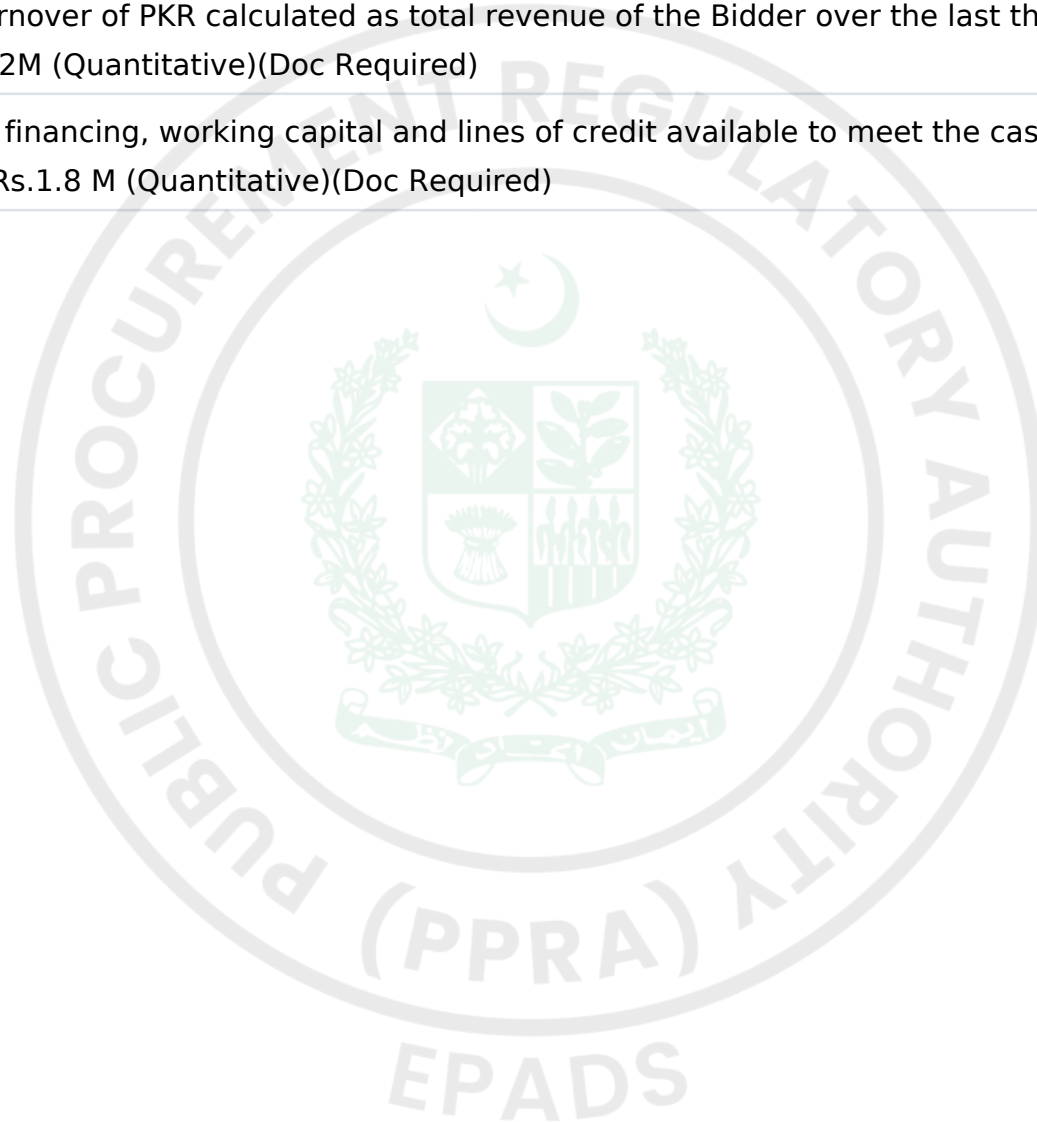
Eligible bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %	
100	
Technical Marks	100
Passing Marks	100
Technical Evaluation Criteria	
Bidder or its manufacturer or Joint Venture (JV) must have successfully completed at least two (02) contracts of similar complexity involving same or higher-rated material/equipment during the last 10 years. The aggregate value of both contracts shall be equal to or greater than Rs. 1.8 M but none of the contract value should be less than 30% of aggregate value.(Rs. 0.5M) (Quantitative)(Doc Required)	30
Manufacturer shall demonstrate at least five years experience in designing and manufacturing of similar nature/complex involving same or higher rated equipment/material. Two (02) years satisfactory operation performance of same or high rated equipment (Quantitative)(Doc Required)	30
Manufacturer will indicate its manufacturing / production capacity which shall be double the total sum of orders already in hand, expected orders in pipe line and this order (if placed by the bidder) (Quantitative)(Doc Required)	10

Bidder's Net Worth for last year calculated as difference b/w total assets & total liabilities should be positive. however bidder's net worth shall be equal to or greater than 40% of Rs. 1.8M (0.7M) (Quantitative)(Doc Required)	10
Minimum average annual turnover of PKR calculated as total revenue of the Bidder over the last three Years shall be equal to or greater than Rs. 2M (Quantitative)(Doc Required)	10
Specify proposed sources of financing, working capital and lines of credit available to meet the cash flow demands shall be equal to or greater than Rs.1.8 M (Quantitative)(Doc Required)	10



Items/Lots

Lot Title : 1

Bid Security : 65705 PKR

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Hydraulic Cutter for Rail & Greely Conductor	Electrical fittings	Address: IESCO Regional Store New Wah Schedule: (120 Days (EXW Basis) for local / 210 Days (DDP Basis) for foreign) After signing of contract Quantity: 3/Qty	3 / Qty	Manufacturer Authorization form	730 Days
Hydraulic Cutter hawthorn for 600mm	Electrical fittings	Address: IESCO Regional Store New Wah Schedule: (120 Days (EXW Basis) for local / 210 Days (DDP Basis) for foreign) After signing of contract Quantity: 3/Qty	3 / Qty	Manufacturer Authorization form	730 Days

Related Services of Goods:

No



Items/Lot Specification

Lot Title : 1

Item: Hydraulic Cutter for Rail & Greely Conductor

UNSPSC: Electrical fittings

Specifications / Requirements:

Europe make or equivalent

Item: Hydraulic Cutter hawthorn for 600mm

UNSPSC: Electrical fittings

Specifications / Requirements:

Europe make or equivalent

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. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 35 hereunder.
- c. “Authority” means Public Procurement Regulatory Authority.
- d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.
- e. “Completion date” means the date of completion of the Contract by the Bidder as certified by the Procuring Agency.
- f. “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;
- g. “The Contract” means an agreement enforceable by law;
- h. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- i. “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;
- j. “GCC” means the General Conditions of Contract contained in this section;
- k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- l. “Day” means calendar day unless indicated otherwise.
- m. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
- n. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

o. "Effective Date" means the date on which this Contract comes into force and effect.

p. "Force Majeure" means an unforeseeable event which is beyond reasonable control of either 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.

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

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

s. "Government" means the Government of Pakistan;

t. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.

u. "The Services" means the work to be performed by the Bidder pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Bidder's Bids;

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

w. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

x. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

y. "In Writing" means communicated in written form with proof of receipt;

z. "Local Currency" means the currency of Pakistan;

a. "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

b. "Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.

c. "Procuring Agency" means: -

any Ministry, Division, Department or any Office of the Federal Government;

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

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. Standard

6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.

7. Delivery/Location

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

8. Authorized Representatives / Authority of Member in charge

8.1 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 the Contract

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 Contract, 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 16** 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, 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. However, such period shall not exceed sixty (60) days.

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 16**.

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 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form acceptable to the Procuring Agency as specified in SCC, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.

23.2 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

23.3 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.

23.4 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.

23.5 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**.

23.6 The bid security of the successful bidder shall not be substituted with the Performance Guarantee.

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 Upon the commencement of the Procurement Contract, any disputes arising between the contracting parties shall be resolved in accordance with Rule 66 of the Public Procurement Rules, 2026.

37.2 The procuring agency may 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.

38. Change Orders

The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- b) The method of shipment or packing;
- c) The place of delivery; and/or
- d) The Services to be provided by the Supplier.

39. Contract Amendments

39.1 Subject to GCC Clause 32, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

40. Sub-Contracts

40.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.



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: **IESCO-PMU (Islamabad Electric Supply company (IESCO)), Director procurement Office of Director (Procurement) Project Management Unit (PMU) Near 132kV Rawal Grid Station, Club Road, Kashmir Chowk Islamabad Capital Territory**

The Supplier is:

The title of the subject procurement is: **NCB-296 Procurement of Hydraulic Cutter for Rail & Greely Conductor, Hydraulic Cutter hawthorn for 600mm (Estimated cost amounting to Rs. 2,190,163) including GST & all other taxes**

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:

The Authority:

**IESCO-PMU (Islamabad Electric Supply company (IESCO)), Director procurement Office of Director (Procurement) Project Management Unit (PMU) Near 132kV Rawal Grid Station, Club Road, Kashmir Chowk Islamabad Capital Territory
+92-319-599-2205
Iescopmu@iesco.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:

**IESCO-PMU (Islamabad Electric Supply company (IESCO)), Director procurement
Office of Director (Procurement) Project Management Unit (PMU) Near 132kV Rawal Grid Station,
Club Road, Kashmir Chowk Islamabad Capital Territory
+92-319-599-2205
Iescopmu@iesco.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 **0.05% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

Instrument of Performance Guarantee shall be in the Name of : **Chief Engineer (Development) IESCO from any Scheduled Bank of Pakistan having rating A+.**

The amount of performance guarantee shall be **10.00%** 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

Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by him which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract.

Factory Acceptance Tests (FAT) shall be carried out at the premises of Manufacturer jointly witnessed with IESCO Engineers. The Contractor shall keep the Engineer informed of the progress of manufacture and notify the Engineer approximately six (6) weeks in advance, 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 the receipt of such notice, the Engineer shall nominate to 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 or waiver to pre-shipment inspection. The Goods or any part thereof shall be shipped or delivered only upon issuance of pre-shipment inspection report. The Goods/material 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. In case a part or whole of the equipment being supplied at the project by the contractor is from within the country (Pakistan) or outside country, the cost of performing as well as witnessing any test 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 IESCO and the contractor. Two (2) number authorized Engineers from IESCO will carry out inspection of the material at manufacturer's works. A notice of at least six (6) weeks advance, in writing shall have to be given to the IESCO by the Supplier when the stores against the order are ready for Inspection. Manufacturer will provide facilities for tests as per tender specifications free of cost.

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 Supplier at their expense for carrying out Testing and Inspection. If Goods are being manufactured on other premises, the Contractor shall obtain permission of the Engineer/IESCO to carry out such inspection, examinations and testing at those premises.

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. The contractor will cover all the expenses in context of witnessing of the tests by the Inspectors including 1st class traveling (by air or by road depending on the distance from Islamabad Pakistan to the place or places of inspections), boarding & lodging in any A class accommodation, local transportation and daily allowance

As per prevailing rules per inspector to meet other expenses. Abroad Testing witnessing @ 250 USD and 15% incidental charges per inspector. Local Testing Witnessing as per prevailing rules and regulation of TA/DA. The supplier shall submit the inspection certificate issued by him which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract

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 Engineer/ Inspectors of IESCO shall be borne by the contractor and the equipment released or modified to the satisfaction of the Engineer without any additional cost to the IESCO

Any inspection and /or witnessing of tests or the waiving of such tests and /or surveillance by the IESCO/Engineer or their two Nos. representatives / Inspectors shall not relieve the Supplier of its obligations and responsibilities under the Contract regardless of any approval or consent given by the IESCO/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 IESCO

The IESCO/Consultant or his two Nos. representatives/Inspector shall countersign the reports and certificates of such tests as have been witnessed. 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. 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, the costs and expenses incurred in the carrying out of such test and/or inspection shall be borne by the Contractor / Supplier.

Further, if such test and /or inspection impede 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 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

In case, due to any Pandemic/ urgency of material etc. where witnessing of factory acceptance testing/ foreign Inspection (if involved) may not be possible considering travels restrictions, requirement of material then third-party inspection will be opted through signing of Addendum after approval of Competent Authority. In such cases contractor will provide 03-year additional extended Warranty in lieu of waiver of physical inspection

The third-party inspection will be carried out after obtaining approval of Credible Testing laboratory from IESCO conducted by third party inspector witnessed by two No. IESCO Engineers on line through Zoom/ skype. The charges of testing/ witnessing of type tests will be borne by Supplier. The material will be delivered after approval of inspection certificate & test reports of approved inspectors from IESCO.

Delivery & Documents

For Goods supplied from abroad: (Outside purchaser's country on DDP) Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc

The Supplier shall mail the documents (but not limited to the following papers) to the Procuring Agency, with a copy to the Insurance Company: (i) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading

(iii) One original plus four copies of the packing list identifying contents of each package, (iv.) Insurance Certificate, (v.) Manufacturers or Supplier's warranty certificate, (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and

(vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses

For Goods from within Pakistan: (within purchaser's country on EXW) Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following but not limited documents to the Procuring Agency: (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

(ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturers or Supplier's warranty certificate (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

(v.) Certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses

Number of GC Clause 37

Following is the guidance for Dispute Resolution

(a) For Contracts to be entered with foreign Contractor/ Service Provider:

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

(b) For Contracts to be entered with nationals of Pakistan:

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 in accordance with GCC clause 38.

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.: **P111274**

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: **IESCO-PMU (Islamabad Electric Supply company (IESCO)), Director procurement Office of Director (Procurement) Project Management Unit (PMU) Near 132kV Rawal Grid Station, Club Road, Kashmir Chowk Islamabad Capital Territory**

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.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the Bid for and on behalf of: [insert complete name of Bidder]

Dated on day of , [insert date of signing]
Corporate Seal (where appropriate)



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **IESCO-PMU (Islamabad Electric Supply company (IESCO)), Director procurement Office of Director (Procurement) Project Management Unit (PMU) Near 132kV Rawal Grid Station, Club Road, Kashmir Chowk Islamabad Capital Territory**

(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., **NCB-296 Procurement of Hydraulic Cutter for Rail & Greely Conductor, Hydraulic Cutter hawthorn for 600mm (Estimated cost amounting to Rs. 2,190,163) including GST & all other taxes (P111274)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

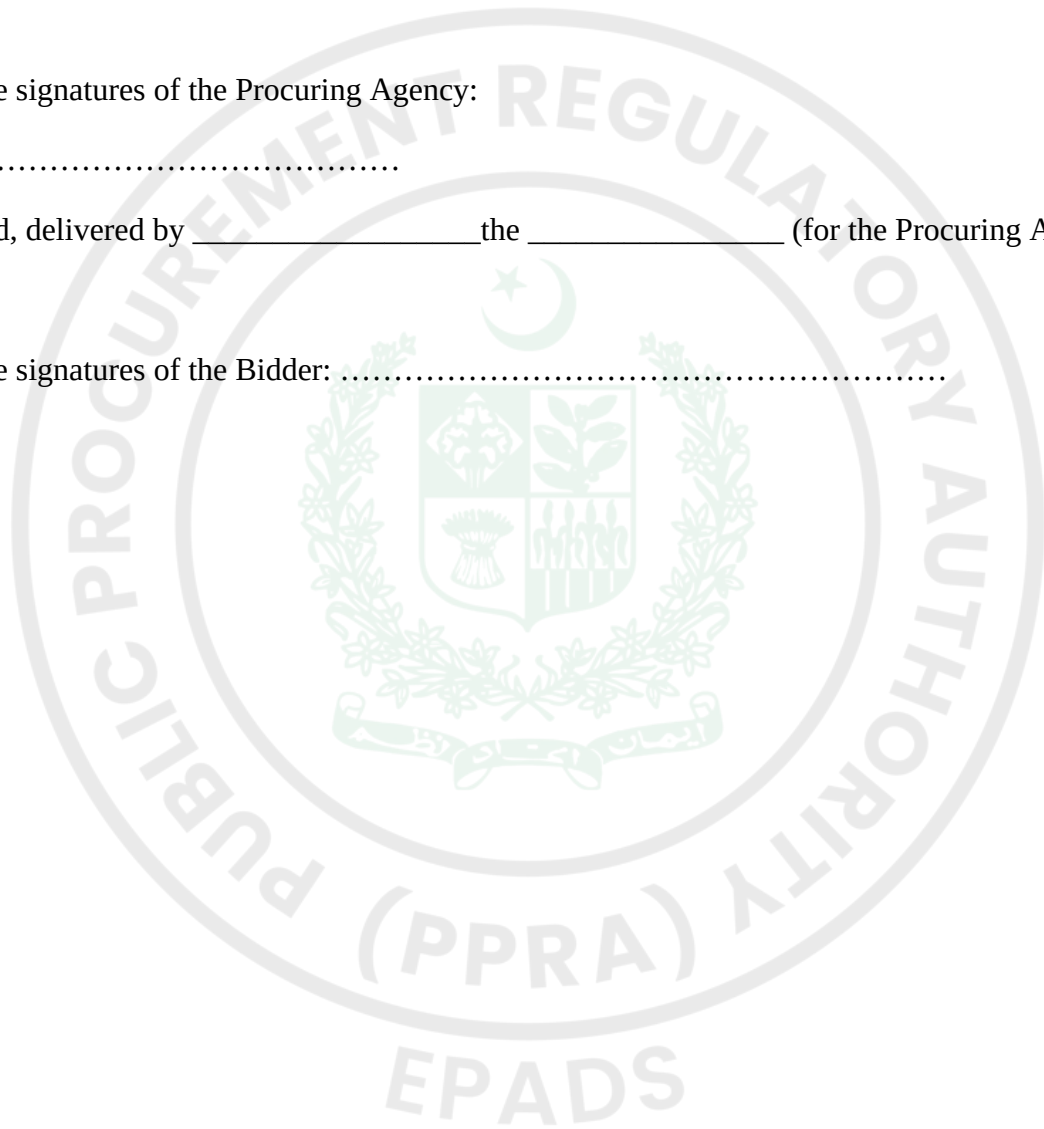
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **IESCO-PMU (Islamabad Electric Supply company (IESCO)), Director procurement Office of Director (Procurement) Project Management Unit (PMU) Near 132kV Rawal Grid Station, Club Road, Kashmir Chowk Islamabad Capital Territory**

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]*

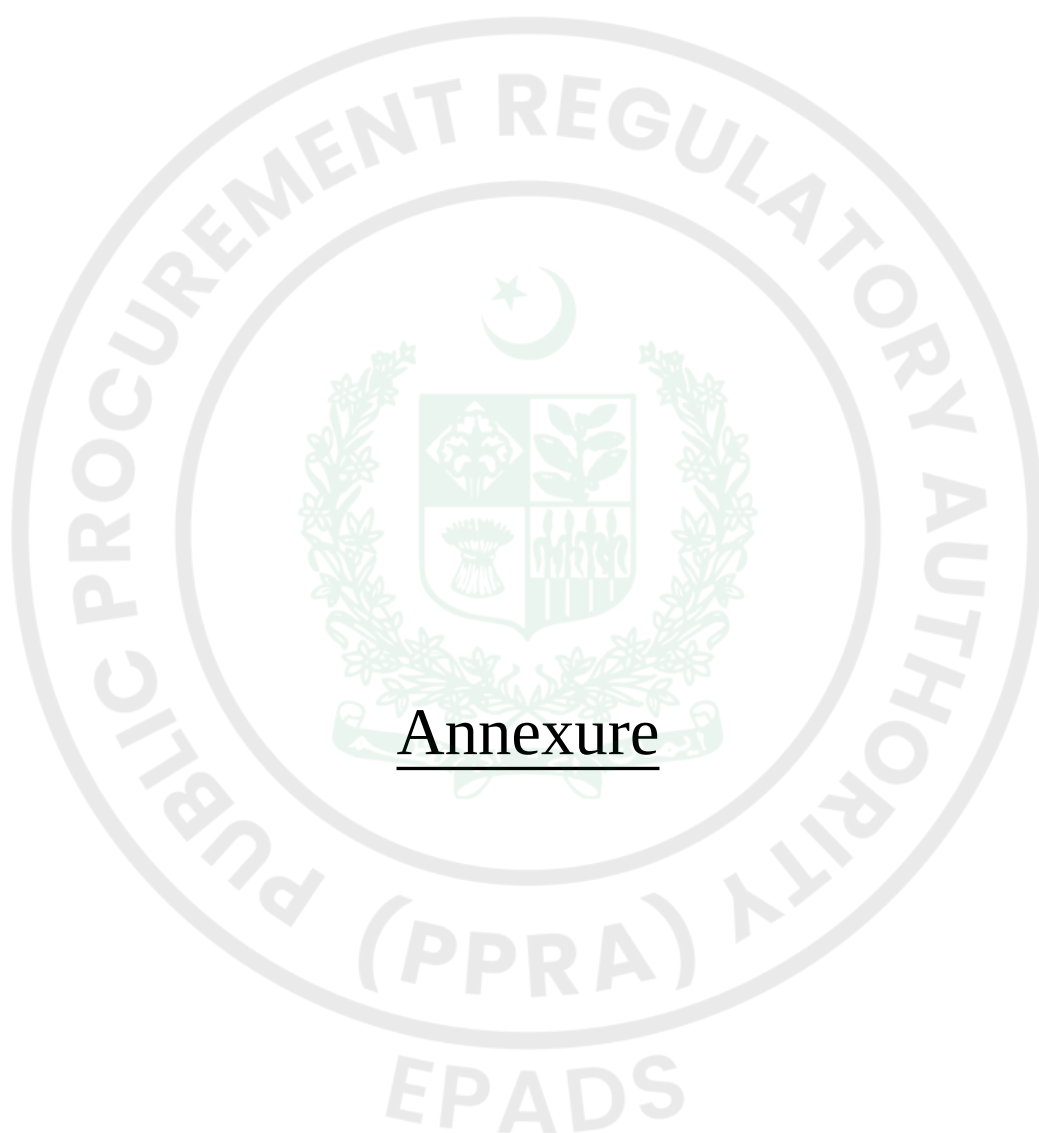
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Manufacturer experience annex

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Manufacturer experience annex** (page number: 76)

Production capacity annex

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Production capacity annex** (page number: 77)

Bidder information form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder information form** (page number: 78)

Bidder JV form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidder JV form** (page number: 79)

Deviation from contractual provision

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Deviation from contractual provision** (page number: 80)

Deviation technical provision

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Deviation technical provision** (page number: 81)

Qualification information

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Qualification information** (page number: 82)

Manufacturer authorization

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Manufacturer authorization** (page number: 85)

Manufacturer information form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Manufacturer information form** (page number: 86)

Production capacity of manufacturer

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Production capacity of manufacturer** (page number: 87)

Letter of bid

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Letter of bid** (page number: 88)

IESCO blacklisting policy

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **IESCO blacklisting policy** (page number: 90)

Correction of defect in warranty period

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Correction of defect in warranty period** (page number: 119)

Type test requirement

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Type test requirement** (page number: 120)

Payment terms

Information (Read-Only)

See Form Under Additional Forms and Documents: **Payment terms** (page number: 121)

Price schedule NCB-296 EXW

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price schedule NCB-296 EXW** (page number: 123)

Price schedule NCB-296 DDP

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price schedule NCB-296 DDP** (page number: 124)





Procurement Forms

Past Experience and Completed Contracts

Bidder/Manufacturer/Joint Venture (JV) shall demonstrate successfully completion of at least two(02) No.contracts having similar complexity involving same OR higher Rating material/equipment during the last 10years. The aggregate value of both contracts shall be equal to or greater than Rs. 1.8M but none of the contract value should be less than 30% of aggregate value.(Rs. 0.5M)

To substantiate compliance with this requirement, the Bidder/JV shall submit copies of relevant Purchase Orders / Contract Agreements along with Completion Certificates/GRN/Delivery Challan etc issued by the concerned client.

The manufacturer shall demonstrate at least five (05) years' experience in designing and manufacturing of similar nature/complex involving same or higher rated equipment/material. Two(02) years satisfactory operation performance of same or high rated equipment /material. For the ease of evaluation, related form are enclosed in annexure and the same will be considered during evaluation.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 125)

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

History of Non-performing Contracts

Non-performance of a contract did not occur as a result of contractor default since 1st January 2025.

a Non-performance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Purchaser's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

b This requirement also applies to contracts executed by the Bidder as Joint Venture partner.

pending litigation

All pending litigation, arbitration, Grievance Redressal committee (GRC) and Appellate GRC or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 25% (twenty five percent) of the Bidder's last year net worth calculated as the difference between total assets and total liabilities

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 126)

Current Contracts and Their Progress

Financial Resources shall be determined as per following :

Financial Resources = working capital + credit line from sheduled bank - current commitment as per attached proforma

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 128)

Financial Capacity and Net Worth Evaluation Form

Financial Capability of Bidder

Submission of audited financial statements for the last three years to demonstrate the current soundness of the Bidder's financial position. Bidder's Net Worth for the last year calculated as difference between total assets and total liabilities should be positive. However, bidder's networth shall be equal to or greater than 40% of Rs. 1.8M (0.7M)

1 single entity = 100% comply

2 incase of JV lead partner 60% and member 40%

Specify proposed sources of financing, working capital, lines of credit, and other financial means, available to meet the cash flow demands shall be equal to or greater than Rs.1.8M.

1 single entity = 100% comply

2 incase of JV lead partner 60% and member 40%

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 129)

Average Annual Turnover

Minimum average annual turnover of PKR calculated as total revenue of the Bidder over the last three Years shall be equal to or greater than 2M.

1 single entity = 100% comply

2 incase of JV lead partner 60% and member 40%

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 131)





Additional Forms and Documents

Manufacturing Experience

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
1. The manufacturer shall demonstrate at least five (05) years' experience in designing and manufacturing of similar nature/complex involving same or higher rated equipment/material. 2. Two (02) years satisfactory operation performance of same or high rated equipment /material.	Must meet requirement	Not applicable	Not applicable	Manufacturer must meet	Manufacturer Will provide the Detailed supply Record of similar or higher rated equipment. Satisfactory performance Of similar equipment for Two years.

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
In order to ensure the smooth and timely execution of order, the manufacturer will indicate its manufacturing / production capacity which shall 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 shall provide the information with the bid to establish its capacity / capability to execute the order for which necessary documentary evidence may be attached related for the above mentioned requirements. In this context the manufacturer is required to fill in the relevant forms given in Forms of this tender document and submit the same with the bid. The purchaser may visit the site of supplier at any time during evaluation at the cost of supplier.	Must meet requirement	Not applicable	Not applicable	Manufacturer must meet	Forms

**A Bidder or Manufacturer shall provide evidence of production output.*

Bidder Information Form

Date of Bid Submission: _____

Request for Bid No.: NCB _____

Page _____ of _____ pages

1. Bidder's Name: _____
2. In case of JV, legal name of each member: _____
3. Bidder's actual or intended country of registration: _____
4. Bidder's year of registration: _____
5. Bidder's Address in country of registration: _____
6. Bidder's Authorized Representative Information Name: _____ CNIC No. _____ Address: _____ Telephone/Fax numbers: _____ Email Address: _____
7. Attached are copies of original documents of [please check the box(es) of the attached original documents] ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. ☐ Establishing that the Bidder is not under the supervision of the Procuring Agency
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

Date of Bid Submission: _____

Request for Bid No.: NCB _____

Page____of _____pages

1. Bidder's Name: _____
2. Bidder's JV Member's name: _____
3. Bidder's JV Member's country of registration: _____
4. Bidder's JV Member's year of registration: _____
5. Bidder's JV Member's legal address in country of registration: _____ _____
6. Bidder's JV Member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ Email Address: _____
7. Attached are copies of original documents of [please check the box(es) of the attached original documents] ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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

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

Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder:

(Attach copy)

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid: _____

1.2 Total annual volume of Services performed in _____ years, in the internationally traded currency specified in the Bid Data Sheet: _____

1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last _____ years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of Procuring Agency (PA) and contact person	Type of Services provided and year of completion

1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB 13.3(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.4(d).

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed sub-contracts and firms involved. Refer to GCC 24.

Sections of the Services	Value of Sub-contract	Sub-contractor (Name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last (*insert period*) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents mentioning that We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.

1.10 Information regarding any litigation, current or within the last (*insert period*) years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Information regarding Occupation Health and Safety Policy and Safety

Records of the Bidder.

1.12 Statement of compliance with the requirements of ITB 3.4.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.11 - 1.12 above shall be provided for each member of the joint venture.

2.2 The information in 1.13 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.

We, the undersigned declare that

- (a) The information contained in and attached to this form is true and accurate as of the date of bid submission

Or [delete] statement which does not apply]

- (b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Manufacturer's Authorization

No. _____

Dated _____

Date of Bid Submission:

____/____/2025

Request for Bid No.:

NCB _____

To:

WHEREAS

We _____, who are official
manufacturers of _____,
having factories at _____, do
hereby authorize M/s _____ to
submit a Bid 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 clause-18 of General
Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: _____

Name: _____

Title: _____

Date signed _____ day of _____ Month, _____ Year

Manufacturer's Information Form

Date of Bid Submission: _____

Request for Bid No.: NCB _____

Page ____ of ____ pages

1. Manufacturer's Name: _____
3. Manufacturer Country of Registration: _____
4. Manufacturer year of Registration: _____
5. Manufacturer's legal address of Head Office and Production sites in Country of Registration: _____
6. Manufacturer's Authorized Representative Information Name: _____ Address: _____ Telephone/Mob/Fax numbers: _____ Email Address: _____
1 Attached are copies of original documents of [please check the box(es) of the attached original documents] from concern chamber of commerce manufacturing country or Pakistani Embassy in manufacturing country ☐ Articles of Incorporation (or equivalent documents of Constitution or Association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. 2. Included are the organizational chart, a list of Board of Directors, and the Beneficial Ownership.

Production Capacity of Manufacturer

Sr #		Factory Capacity in unit as mentioned in Price schedule
A	Total Factory Production Capacity (No. or Sets or other unit)/Year	
B	Order in Hand (No. or Sets or other unit)	
C	Expected order during execution of this contract if awarded (No. or Sets or other unit)	
D	Quantity of this order	
E	Remaining Capacity of Factory (No. or Sets or other unit) E= (A-B-C-D)	
$A \geq 2 \times E$		

Signed & Stamped by Manufacture

Letter of Bid

No. _____

Dated _____

Date of Bid submission: _____

Request for Bid No.: (NCB) _____

Description of Bid: _____

To:

We, the undersigned Bidder, hereby submit our Bid,
In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (j) **State-owned enterprise or institution:** (check appropriate box)
 - i. We are not a state-owned enterprise or institution ☐
 - ii. We are a state-owned enterprise or institution but meet the requirements of this tender. ☐

- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

- (a) **Total Price:** The total price of our Bid, excluding any discounts offered in item below is:

PKR _____
(In words) _____

- (c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: _____

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:

- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
Not Applicable			

Name of the Bidder:* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **

Title of the person signing the Bid: _____

Signature of the person named above:

Date signed _____ day of _____ Month, _____ Year

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

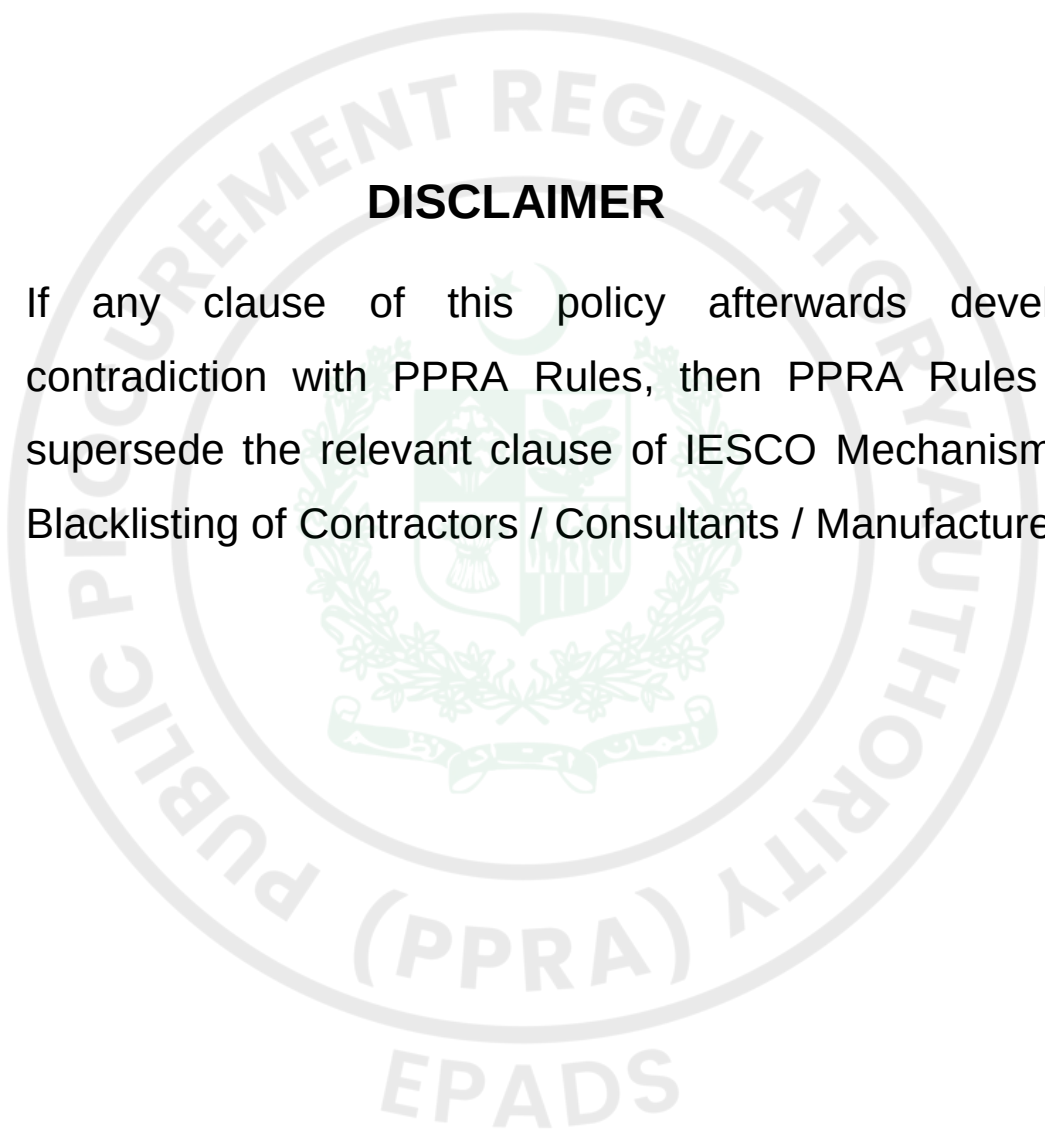
MECHANISM FOR BLACKLISTING OF CONTRACTORS / CONSULTANTS / MANUFACTURERS



**Approved by IESCO Board of Directors (BoD) in its
178th Meeting held on 23rd August 2019.**

ISLAMABAD ELECTRIC SUPPLY COMPANY (IESCO)

28th October, 2019



DISCLAIMER

If any clause of this policy afterwards develops contradiction with PPRA Rules, then PPRA Rules will supersede the relevant clause of IESCO Mechanism for Blacklisting of Contractors / Consultants / Manufacturers.

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PREFACE

This mechanism of blacklisting has been drafted in the light of Rule-19 “Blacklisting of suppliers and contractors” of the Public Procurement Rules, 2004 “PPRA Rules”. This Mechanism has been developed to mitigate the possibilities of corrupt practices and ensure the transparent and corruption free public procurement in the organization. The blacklisting policies of various procurement agencies have also been consulted. The policy was placed on IESCO website for more than 03 months & all the stake holders were invited to furnish their comments so that no one may have any objection after its implementation. This mechanism consists of 09 chapters containing Grounds for Blacklisting, Procedure for Suspension and Blacklisting, Formulation of “IESCO Standing Committee for Blacklisting”, Review against Decision of the Procuring Agency, Period of Debarment, Process to deal with Complaints & Guidelines for Evaluation of Performances of Contractors. The procedure has been developed for both of the procurement stages including competitive bidding stage and contract implementation stage. A disclaimer Clause has also been added so that Authority’s instructions could prevail. This document shall be considered an integral part of IESCO Bidding Documents / Tender Documents/ RFPs as well as contract agreements / purchase orders etc. The bidders shall have to submit an undertaking along with their bid that they have read all the contents of this blacklisting mechanism and they accept all the provisions of this document.

DEFINITIONS

In addition to definitions mentioned in bidding document, following definitions are also applicable:

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

- (xiii) **Suspension.** Administrative action taken for infractions committed by a contractor during the competitive bidding stage, whereby such contractor is prohibited from further participation in the bidding process of an agency.
- (xiv) **Termination of Contract-** Extinction of contract by reason or resolution or rescission under applicable rules/regulations/laws arising from the default of the firms/individuals.



Chapter No.1

1.1 Introduction

Blacklisting is one of the effective tools used in the struggle against the corruption in connection with public procurement. The main objectives of any procurement process are transparency, economy, fairness and efficiency so that public money is spent on welfare of the public. Hence, blacklisting is an instrument, which may lead to the decrease of the potential corruption risks and also inculcate protection of public means and increase of effectiveness of allocation of the limited resources.

Rule-19 “Blacklisting of suppliers and contractors” of the Public Procurement Rules, 2004 (hereinafter “**PPRA Rules**”) stipulates that;

*“The procuring agencies shall specify a mechanism and manner to permanently or temporarily bar, from participating in their respective procurement proceedings, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority:
Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard.”*

In the light of the above said Clause, Blacklisting Mechanism (hereinafter **the Mechanism**) has been specified for all procurements made by IESCO. This policy shall govern the blacklisting of manufacturers, suppliers, distributors, contractors, consultants and consulting firms (“contractors” for brevity) involved in government procurement for offenses or violations committed during competitive bidding and contract implementation

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

1.2 Extent of Application

- i. The Mechanism shall be applicable and remain in force, along with any amendments thereto, within IESCO until any clear instructions or guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.
- ii. The Mechanism shall also be applicable on the pre-qualified firms.
- iii. The Mechanism shall be applicable for suppliers / bidders / contractors / local agents / representatives / consultants / firms / individuals / distributors / Manufacturers / organization transacting business with IESCO.

- iv. Wherever any provision of this mechanism shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of the Statute / Law or rule shall prevail.
- v. After Approval of this mechanism by the competent Authority, it shall be considered an integral part of bidding document/tender document/RFP as well contract agreement/Purchase Order, unless otherwise specified PPRA rule-5. The bidder will submit an Undertaking along-with their bid that they have read and accept the provisions of this Mechanism. Non-submission of an Undertaking may result in rejection of their bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

1.3 Basic Principles of Blacklisting Mechanism

Following are the important basic principles of Blacklisting Mechanism::

- i. To lay down effective mechanism for disciplining deviant Contractors against whom, misconduct has been established;
- ii. An opportunity will be provided to any contractor alleged to have committed an act of misconduct, to defend himself;
- iii. The formal hearing be conducted by a Committee/Committees.
- iv. The presenter has the sole responsibility for deciding the terms of suspension.
- v. Blacklisting is a temporary action and not permanent measure.
- vi. The period of blacklisting / suspension would invariably depend upon the seriousness / nature of offence committed by the erring contractor.
- vii. Blacklisting Mechanism is applicable for all type of national or international contractors, manufacturers, consultants, pre-qualified contractors /manufacturers, local agents, distributors and suppliers.

CHAPTER NO. 2

GROUND S FOR BLACKLISTING

2.1 General Grounds

The following shall comprise the broad multilateral grounds for blacklisting:

- i. **Corrupt Practice**" the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- ii. **Fraudulent Practice**" a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
- iii. **Collusive Practice**" a scheme of arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels, and
- iv. **Coercive Practice**" harming or threatening to directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

In addition to above, blacklisting of firms/individuals may be resorted to when the charges are of serious nature, which include but are not limited to the following:

2.2 Grounds at Competitive Bidding Stage

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

- i. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
- ii. Submission of eligibility requirements containing false information or falsified or spurious documents
- iii. Submission of false/forged/unauthentic Bid Security/Pay Order/CDR or infringement of documents to get undue monetary or any other benefit.
- iv. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids or making frivolous complaints and allegations in order to influence the outcome of eligibility screening or any other stage of the public bidding.

- v. Unauthorized use of one's name, or using the name of another for purpose of public bidding.
- vi. Withdrawal of a bid after submission, or refusal to accept an award, or enter into contract with the government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated/ranked Responsive Bid.
- vii. Refusal or failure to submit the required performance security within the prescribed time limit.
- viii. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- ix. All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to: an eligible contractor not buying bid documents from procuring agency or not complying with the requirements during bid evaluation, and contractors habitually withdraw from bidding for at least three (3) times within a year.
- x. Bidder(s) (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefit(s) of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- xi. Involved in litigation or needless petitioning to influence or obstruct the procurement process either on his own behalf or at the behest of any other vested interest.
- xii. Breach of confidentiality of evaluation process as mentioned in Appendix-I based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.
- xiii. Any effort by the bidder to influence the procuring agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement.

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

2.3 Grounds at Contract Implementation Stage

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

- a. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
- b. Extraordinary delay in signing or refusal to accept the Notification of Award (NOA) and/or the contract without any cogent reason.
- c. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice of Award (NOA).
- d. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment guarantee etc.
- e. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - i. Employment of competent technical personnel, competent engineers and/or work supervisors; and Deployment of committed equipment, facilities, support staff and manpower; and
 - ii. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - iii. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - iv. Renewal of the effective dates of the performance security after its expiration during the course of contract implementation.
- f. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- g. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his

fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract or as under:

- i. Deviations from specifications and terms & conditions of the purchase order/contract.
- ii. Provision of fake prototype/type test reports
- iii. Provision of fake inspection call FAT/Type test
- iv. Failure to rectify the fault/damage/problem during period of warrantee
- v. Supply of goods through inappropriate way such as smuggling of goods
- vi. Supply of stolen goods/re-sold goods.
- vii. Provision of fake /forged custom /taxes /duties documents
- h. For the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance and is liable to be Blacklisted:
 - i. Defective design resulting in substantial corrective works in design and/or construction;
 - ii. Failure to deliver critical outputs due to consultant's fault or negligence; and
 - iii. Specifying materials which are inappropriate, substandard, or way above acceptable standards.
 - iv. Allowing defective workmanship or works by the contractor being supervised by the consultant.
 - v. Submitting CV's of key personnel in the prequalifying process or bid documents of professionals that are not in actual employment of the bidder or without consent of experts.
 - vi. Acting together (Contractor & Consultant) in secret toward a fraudulent or illegal end
- i. For the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence. Any of the following acts by the constructor shall be construed as poor performance:

- i. Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
- ii. Quality of materials and workmanship not complying with the approved specifications/Drawing(s) arising from the contractor's fault or negligence.
- iii. Unnecessary delay in completion of project
- iv. Failure to rectify fault/problem/damages during defect liability.
- j. Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- k. In addition to above, other grounds for blacklisting of firms/individuals include but are not limited to the following:
 - i. Obtaining fraudulent payments;
 - ii. Obtaining contracts by misleading the purchaser;
 - iii. Refusal to pay IESCO dues etc.;
 - iv. Failure to fulfill contractual obligations Changes in the status of firm's ownership/partnership etc., causing dissolution of the firm which existed at the time of inspection prior to original registration of the firm
 - v. Registration of a firm with a new name by the Proprietor or family or a nominee thereof of a firm that has been already blacklisted;
 - vi. Contractors who have negotiated Plea Bargain under the National Accountability Ordinance 1999, or contractors involved with any other criminal proceedings conducted by any investigation agency where default has been proved specifically in relation to supplies made to or contracts concluded with IESCO or department thereof;.
 - vii. Non-compliance of the existing policy/rules/law of GoP during execution of contract.
 - viii. Hiring of underage personnel for assignments or works violating Child Labor (Prohibition and Regulation) Amendment Bill, 2016.
 - ix. Non-Adherence to safety codes.

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

CHAPTER NO. 3

FORMULATION OF “IESCO STANDING COMMITTEE FOR BLACKLISTING”

3.1 Defining Structure of Committee

A permanent Committee namely “IESCO’s Standing Committee for Blacklisting” comprising of the following members shall examine the justification of the reasons given by the Project Authority prior to blacklisting / debarment of any firm/supplier/contractor/ individual.

i. General Manager Technical	Convener
ii. Director General/ Manager (Legal) IESCO	Member
iii. Representative of Finance Director (Not Less than the Rank of Manager)	Member
iv. Deputy Manager (Village Electrification Cell)	Member
v. Deputy Manager Procurement PMU	Member

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

3.2 Provision of Additional Member

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

3.3 Timeline for Finalization of Recommendations

The committee shall finalize its recommendations within the time specified in this mechanism.

CHAPTER NO. 4

PROCEDURE FOR SUSPENSION AND BLACKLISTING.

4.1 The Competitive Bidding Stage

4.1.1 Initiation of Action

Upon receipt of or obtaining information and / or knowledge that any person(s) is involved in practices mentioned in Article 2.1 and 2.2 of the Mechanism, the concerned project Authority / formation may initiate the suspension and blacklisting proceedings by filing its recommendations with the procuring agency or procuring agency also motu proprio (by itself) commence the proceedings upon prima facie (self-sufficient) determination that the bidder/ prospective bidder/ JV/ Person/Entity has committed any of the grounds for blacklisting during the competitive bidding stage as mentioned in article-2.1 & article-2.2 of the policy.

The Project Director or Project implementation Agency shall provide substantial evidence for the person/entity/JV/Firm against whom the case for blacklisting has been initiated.

4.1.2 Notification

Upon verification of the existence of grounds for blacklisting, the procuring agency shall immediately notify the contractor concerned in writing, advising him that:

- a. Complaint for suspension and blacklisting has been filed against him, or he has been considered by the procuring agency for suspension and blacklisting, stating the grounds for such;
- b. He has the opportunity to explain his position regarding why he should not be suspended and blacklisted;
- c. Hearing shall be conducted before the procuring agency or “IESCO’s Standing Committee for Blacklisting”, upon his request, where he may present documentary evidence, verbal testimony and cross-examine the witnesses presented against him; and
- d. The consequences of being suspended and blacklisted.

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

4.1.3 Hearings

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

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

4.1.4 Decision

The Head of the Procuring Entity shall, within fifteen (15) days from receipt of the resolution and the records of proceedings, determine whether reasonable cause exists for the suspension of the contractor and the forfeiture of the latter's bid security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision regarding its blacklisting and suspending the contractor from participating in any bidding process of the agency, and further declaring that his bid security is forfeited. Otherwise, he shall dismiss the case.

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

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

4.1.5 Notice of Decision

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

4.2 Contract Implementation Stage

4.2.1 Initiation of Action

Procuring Agency shall commence the proceedings upon prima facie (self-sufficient) determination that the contractor has committed any of the grounds for blacklisting during the contract implementation stage as mentioned in bidding document/Contract agreement or any event as mentioned in article-2.1 & article-2.3 of the policy of written complaint from Engineer/ consultant/ supervisory office.

The Project Director or Project implementation Agency shall provide substantial evidence for the person/entity/JV/Firm/Contract against whom the case for blacklisting has been initiated.

4.2.2 Notification

Upon verification of the existence of grounds for blacklisting, the procuring agency shall immediately notify the contractor concerned in writing, advising him that:

Within seven (7) calendar days from receipt of notification, the contractor shall submit its written answer with documentary evidence to the procuring agency with a manifestation for request of hearing to determine questions of fact, if he so desires. No time extension shall be allowed.

If the contractor fail to answer within the stipulated period, the procuring agency shall issue a resolution recommending the blacklisting with immediate suspension of the contractor from participating in any bidding process of the agency and the forfeiture of his bid security.

4.2.3 Hearings

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

If no request is made, the procuring agency shall make a determination of the case based on the complaint, answer, documentary evidence submitted and facts verified. If the procuring agency is convinced that the contractor is at fault, it shall issue a resolution recommending for blacklisting with suspension of the contractor from participating in any bidding process of the agency and the forfeiture of his performance security.

4.2.4 Decision

The procuring agency shall, within fifteen (15) days from receipt of the resolution and the records of proceedings, determine whether reasonable cause exists for the suspension of the contractor and the forfeiture of the latter's performance security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision for blacklisting the contractor with suspending the contractor from participating in any bidding process of the agency, and further declaring that his performance security is forfeited. Otherwise, he shall dismiss the case.

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

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

4.2.5 Notice of Decision

The procuring agency shall furnish the blacklisted contractor a copy of the decision immediately from its promulgation.

CHAPTER NO. 5

REVIEW AGAINST DECISION OF THE PROCURING AGENCY

5.1 Filing an Appeal for Review against decision

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

5.2 Constituting Decision Review Committee

The procuring agency shall constitute an independent “Decision Review Committee” comprising of three members and external observer(s) preferably PPRA representative.

5.3 Timeline for Deciding the Appeal

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

5.4 Finalization of the Decision

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

CHAPTER NO. 6

APPEAL

6.1 Filing an Appeal with the Authority

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

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

CHAPTER NO. 7

PERIOD OF DEBARMENT

7.1 Period of Debarment for Blacklisted Firms

The Blacklisting shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years. The following time periods shall be considered for debarment on account of blacklisting;

Causes of Blacklisting	Time for Debarment
Corrupt & fraudulent & collusive practices, criminal breach of trust.	03 years
Submission of fake documents including financial instruments like securities & guarantees, submission of false Financial statement / Audit reports etc.	03 years and forfeiture of securities
Making false statement and allegation to gain undue advantage	03 years and forfeiture of securities
Commission of embezzlement, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing false information.	03 years and forfeiture of securities
Breach of confidentiality of evaluation process as mentioned in Appendix 1 hereto	06 month to 02 years as mentioned in Appendix-1 and forfeiture of securities
Extraordinary delay in signing or refusal to accept a procurement contract without cogent reasons, when the bid has been accepted by IESCO	06 month to 02 years as determined by the committee and forfeiture of securities
Non-satisfactory performance as mentioned in Appendix-2	2 years and forfeiture of securities
The contractor was blacklisted by the government or the donor agency and subsequently adopted by IESCO	3 years or the time period for which the concerned agency debarred the contractor, whichever is higher

In case the person/ contractor / firm/ consortium appeared in Consolidated Blacklisting Report shall also be considered debarred in participation of bidding process.

Note: All the penalties given herein above will be in addition to the consequences already agreed upon by the parties in the contract or any other documents.

CHAPTER NO. 8

APPRAISAL TO PROCUREMENT COMMITTEE/BOARD OF DIRECTORS

8.1 Appraisal of Blacklisted Firms to Procurement Committee/ Board of Directors (BoD)

The Procuring Agency shall apprise the Procurement Committee/Board of Directors (BoD) before communicating its Blacklisting decision to the Authority, if a Firm/Company/Bidder/JV/Manufacturer/Subcontractor/Consultant etc. is declared blacklisted by the IESCO.



CHAPTER NO. 9

COMMUNICATION OF NOTIFICATION TO AUTHORITY

9.1 METHODOLOGY FOR COMMUNICATION OF NOTIFICATION TO THE PPRA/NTDC/WAPDA/DISCOS

9.1.1 Unless otherwise provided in these policies, the blacklisting agency concerned shall submit to the PPRA /NTDC/WAPDA /DISCOs, within seven (7) calendar days after the issuance of the blacklisting order/delisting orders made by the agency, the following documents:

- a. Blacklisting Order duly signed by the Head of procuring agency containing, among others, Department/Office Order or Board Resolution number, name and address of the blacklisted person/entity, license number, if applicable, project/contract and location/amount, specific ground(s)/offense(s) committed as provided in article-9, sanction imposed and its date of start and completion, date of issuance of the order to blacklist, and other conditions which can extend duration of sanctions in article-9.
- b. Delisting Order duly signed by the blacklisting agency containing, among others, Department/Office Order or Board Resolution number, name and address of the blacklisted person/entity, name of project/contract and location, specific sanction being lifted and the number of previously issued blacklisting Department/Office Orders or Board Resolutions, effectively date of delisting, and date of delisting approval.

9.1.2 The PPRA shall prepare the Consolidated Blacklisting Report every quarter, based on the submitted Blacklisting Orders and disseminate the same to procuring agencies. The report shall be further posted in the PPRA website and shall indicate the number of times a person/entity has been blacklisted, the type of offense/violation committed, the penalty imposed, and the blacklisting agency concerned. The PPRA shall delist from such report those whose sanctions are lifted automatically after serving the given penalty as provided for in article-9 hereof and those whose sanctions are lifted through the issuance of Delisting Orders.

9.1.3 In the case of procurement of infrastructure projects, a blacklisting agency should decide to refer the case of its blacklisted person/entity to Pakistan Engineering Council (PEC)/SECP for license suspension/revocation, it shall submit

to PEC/SECP a copy of the decision accompanied with supporting documents.

- 9.1.4** All existing blacklisting reports of the Government or any of its procuring agencies, as well as the list of constructors/Consultant/consulting firms whose licenses are suspended or revoked by the PEC as of the date of effectiveness, are hereby adopted and made part of the PPRA Consolidated Blacklisting Report upon the issuance of these orders.

9.2 EFFECTIVENESS

These guidelines / mechanism or any amendments thereof shall take effect immediately after its approval from Board of Directors of IESCO.

9.3 AMENDMENTS

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

9.4 DELISTING

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

APPENDIX-1

PROCESS TO DEAL WITH COMPLAINTS

It has been frequently observed that after opening of tenders, the bidders start to influence the evaluation process. Such misleading attempts results in delay in finalizing of award of contract and cause financial loss to the National exchequer and stain its sanctity. The evaluation process is confidential till publication of award of contract process.

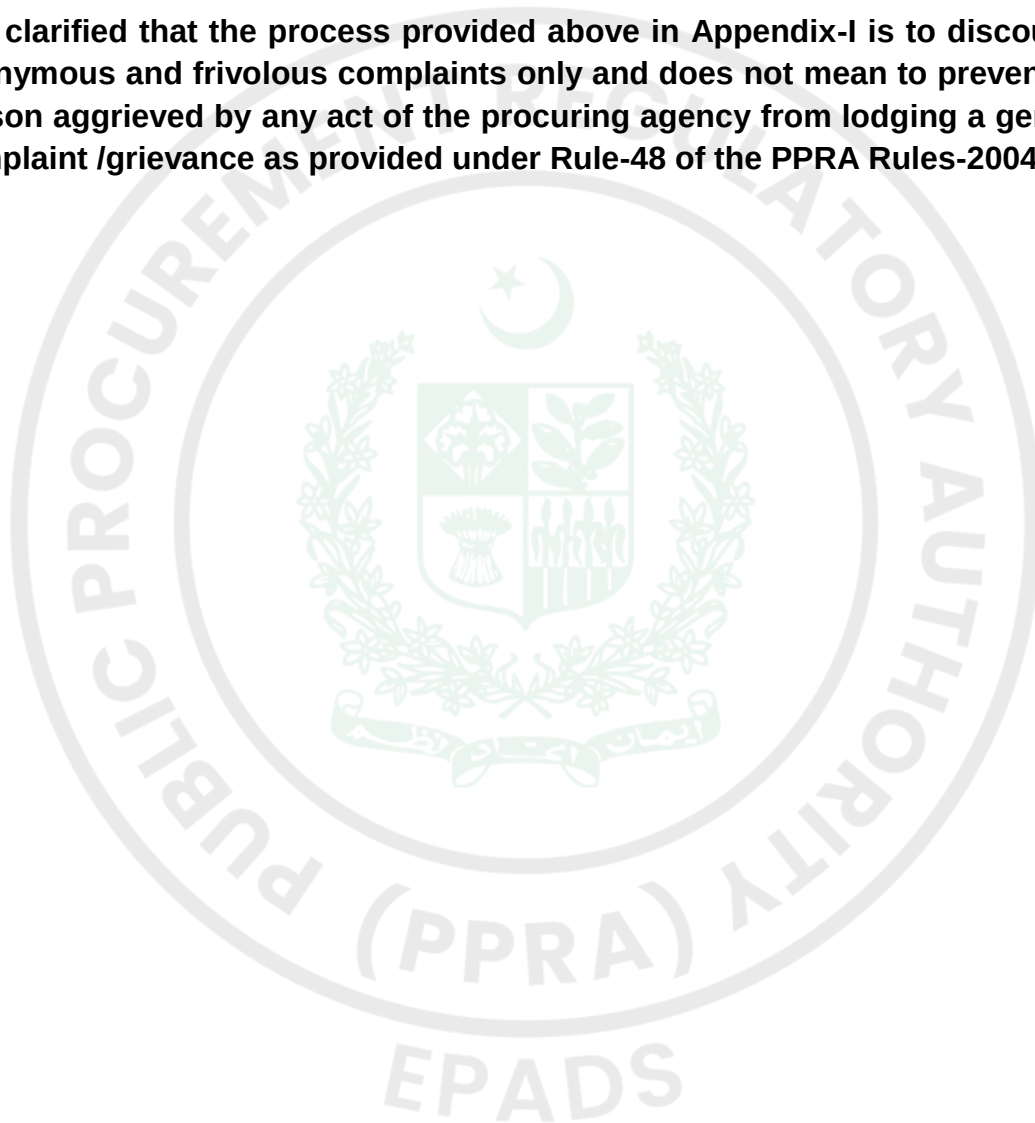
Provision of guidelines of international donor agencies and PPRA provides sufficient opportunity to bidders for redressal of their grievances. Hence, the attempts made by the bidders during evaluation process or thereafter to influence the contract award decisions fall under the definition of corrupt and fraudulent practices. Therefore, during bidding stage, the following mechanism shall be adopted in case of receipt of any complaint from the bidder.

- i. Anonymous complaints shall not be entertained.
- ii. The Procuring Agency reserves the right to call for an affidavit from the complainant verifying the truthfulness and correctness of the contents of the complaint.
- iii. The notice of displeasure and explanation will be immediately sent to those firms who lodge the complaint during the evaluation process.
- iv. If the firm itself or through its agent or any third party does not refrain from making complaints in the same tender, the official warning will be sent and their case will be sent to IESCO's Rights Protection Committee which may analyses the situation and suggest action including the rejection of the bid of the complainant, However, Project Authority with prior approval of CEO IESCO. May reject the bid even in first instance depending upon nature of the case or provision of the Bidding Documents.
- v. If the same bidder itself or through its agent or any third party lodges complaint in another tender floating in parallel before decision of Committee, its bid will straight forwardly be rejected by the project authority. It may also be debarred to participate in the next tender for six months under intimation to the Committee and CEO IESCO.
- vi. If the same bidder itself or through its agent or any third party lodges complaint third time in the same or any other tender within a period of one years, its bid will be rejected and bid security will be forfeited by the project authority. It may also be debarred to participate in the next tender for one year under intimation to the committee and CEO IESCO.
- vii. In order to monitor the record of the bidders, a data base will be maintained at IESCO's website and the offices of the project authorities regarding firms / supplier / contractors/consultant who consistently lodge complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

- viii. In order to monitor the record of the persons, a data base will be maintained at IESCO's website and offices of the project authorities regarding such persons who consistently lodge frivolous complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

NOTE:

It is clarified that the process provided above in Appendix-I is to discourage anonymous and frivolous complaints only and does not mean to prevent any person aggrieved by any act of the procuring agency from lodging a genuine complaint /grievance as provided under Rule-48 of the PPRA Rules-2004.



APPENDIX-2

GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTORS

- i. After signing of the contract, the Project authority (or the Consultant / Engineer) must monitor and evaluate the Contractor's performance, that is, whether the Contractor is fulfilling his obligations based on the terms of the contract and plans that were developed and agreed upon with the Project authority at the time of signing of contract or during kick-off meetings. In case of breach of contract or consistent non-performance security or debarment / blacklisting.
- ii. Though the contractor's performance evaluation is an on-going process, which takes place throughout the duration of the contract and also during the Defect Liability / Warranty Period, hence a Contractors Performance Evaluation Report shall be drafted by the project authority once all of the contractual obligations of the latter have been completed so that the project authority have gained a more complete picture that will help it in formulating a more objective judgment.
- iii. The performance evaluation report may be prepared for all contracts of more than Rs. 50 million. When based on the Evaluation Report, the performance of the contractor is non-satisfactory in. EPC contract(s) (or the contractor receives 02 No Notices of Default within same contract or against consecutive contract (s) within a period of 2 years) and 03 No supply contracts awarded within a period of 02 years, the procuring agency may initiate the case of blacklisting of the contractors in accordance with the terms of this mechanism.
- iv. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to terminate the contract, recover the loss and debar the bidder/firm/JV/contractor/consultant from participation in future tenders. The procuring agency shall be the sole judge to determine the importance of the project.
- v. The above said assessment will be in addition to the provisions already agreed by the parties in the contract or any other documents.



No.

/IESCO/ISB

Dated:

Form for Hearing

Through Registered AD, Courier Service or email or Fax

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

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

General Manager (Technical)
IESCO Head Office,
Street No. 40, Sector G-7/4.
Islamabad - 46000

Correction of defects in the warranty period

The period for taking remedial action for failure of correction of defects in the warranty period is:

Thirty (30) Days from the date defect notified to the supplier at his cost and expense.



TYPE TEST Requirements

The contractor shall supply valid type test reports according to WAPDA/NTDC specification along with the bid for the material offered. In case the type test reports furnished by the bidder are not from one of the laboratories mentioned below or any other reputed independent testing laboratories accredited by STL (Short-Circuit Testing Liaison) or are not relevant to the material 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, the bidder has to arrange Type testing at any one of the laboratories mentioned in the NTDC revised Type Testing Policy 2023 at his cost/Price of the bid without disturbing the stipulated delivery period/ bid price given above duly witnessed by 02 Nos. IESCO Engineers.

1. HV & SC Lab, Rawat, Pakistan
2. KEMA Lab, Holland
3. CESI, Italy
4. CRIEPI Lab, Japan
5. KERI Lab, Korea
6. Any other lab approved by STL
7. ILAC Lab

Payment (GCC Clause 19)

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied from abroad:

A) payment will be made by the Finance Director IESCO Islamabad on production of the following documents:

- a) Bill in triplicate mentioning clearly NTN No. & GST No.
- b) Delivery Challan and GRN duly stamped and signed by the consignee (in original).
- c) Warranty Certificate.
- d) General Sales Tax Invoice.
- e) Inspection Certificates
- f) Certificate from Chief Engineer (Development) IESCO Islamabad regarding acceptance of Performance Bond.
- g) Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier.
- h) Custom clearance certificate
- j) Certificate issued from consignee store Manager that materials received vide GRN No. ___ dated ___ has been taken on stock against stock code No. ___
- k) The payment of General Sales Tax, fixed by the Government, shall be made to the firm on production of General Sales Tax return cum payment Challan
- l) Advance payment is not applicable.
- L IESCO local committee certificate

OR

B) Finance Director IESCO will establish a confirmed and irrevocable Letter of Credit for Rs._____-/- through any nationalized bank of Pakistan in your favor. All charges relating to opening of Letter of Credit and negotiation thereon, shall be borne by contractor. The amount of material excluding General Sales Tax i.e. Rs. _____/- in the Letter of Credit shall be available for negotiation and en-cashable on submission of following documents: -

- i) Bill in triplicate mentioning clearly NTN No. & GST No.
- ii) Delivery Challan and GRN duly stamped and signed by the consignee
- iii) Warranty certificate
- iv) Inspection certificate from Nominated Inspector
- v) Certificate issued by the Chief Engineer (Development), IESCO Islamabad regarding acceptance of Performance Bond.
- vi) Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier.
- vii) General Sales Tax Invoice.
- viii) Certificate issued from consignee store Manager that materials received vide GRN No. ___ dated ___ has been taken on stock against stock code No. ___
- ix) The payment of amount of 18% General Sales Tax i.e. Rs. _____/- in the Letter of Credit shall be available for negotiation and en-cashable on production of General Sales Tax invoice and General Sales Tax return cum payment Challan, as envisaged in Payment.
- x) Advance payment is not applicable.

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods and Services supplied from within Pakistan:

A) 100% payment will be made by the Finance Director IESCO Islamabad on production of the following documents:

- a) Bill in triplicate mentioning clearly NTN No. & GST No.
- b) Delivery Challan and GRN duly stamped and signed by the consignee (in original).
- c) Warranty Certificate.
- d) General Sales Tax Invoice.
- e) Inspection Certificates
- f) Certificate from Chief Engineer (Development) IESCO Islamabad regarding acceptance of Performance Bond.
- g) Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier.
- h) Custom clearance certificate
- j) Certificate issued from consignee store Manager that materials received vide GRN No. ____ dated ____ has been taken on stock against stock code No. ____
- k) The payment of General Sales Tax, fixed by the Government, shall be made to the firm on production of General Sales Tax return cum payment Challan
- l) Advance payment is not applicable.

OR

B) Finance Director IESCO will establish a confirmed and irrevocable Letter of Credit for Rs. ____/- through any nationalized bank of Pakistan in your favor. All charges relating to opening of Letter of Credit and negotiation thereon shall be borne by contractor. The amount of material excluding General Sales Tax i.e., Rs. ____/- in the Letter of Credit shall be available for negotiation and en-cashable on submission of following documents: -

- i) Bill in triplicate mentioning clearly NTN No. & GST No.
- ii) Delivery Challan and GRN duly stamped and signed by the consignee
- iii) Warranty certificate
- iv) Inspection certificate from Nominated Inspector
- v) Certificate issued by the Chief Engineer (Development), IESCO Islamabad regarding acceptance of Performance Bond.
- vi) Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier.
- vii) General Sales Tax Invoice.
- viii) Certificate issued from consignee store Manager that materials received vide GRN No. ____ dated ____ has been taken on stock against stock code No. ____
- ix) The payment of amount of 18% General Sales Tax i.e., Rs. ____/- in the Letter of Credit shall be available for negotiation and en-cashable on production of General Sales Tax invoice and General Sales Tax return cum payment Challan, as envisaged in Payment.
- x) Advance payment is not applicable.

Price Schedule: Goods Manufactured in Pakistan

Name of Bidder..... Page.....of

NCB	Sr. No	ITEM DESCRIPTION	Unit	Qty	Unit rate on *EXW without sales tax [in Rs] (including all transportation charges, loading, Unloading etc upto IESCO Regional Store New Wah	Total Price on EXW without sales tax [in Rs] including transportation charges, loading, Unloading, all types of duties etc, upto IESCO Regional Store New Wah
1		2	3	4	5	6=(4x5)
PMU/Goods/ NCB-296	1.	Hydraulic Cutter for Rail & Greely Conductor	No.	3		
	2.	Hydraulic Cutter for hawthorn 600mm	No.	3		
Total Price of NCB-296 without GST/PST						
Total Price of NCB-296 Including GST /PST						

Note:

1. The Bidder must fill the price in this Form in accordance with the instructions otherwise bid will be rejected
2. In case of discrepancy between unit price and total, the unit price shall prevail.
3. The Currencies should be in accordance with instruction BDS-12

*EXW price included all taxes and duties excluding GST

IESCO Designated Store/ place: IESCO Regional Store, Hassan Abdaal Road, New Wah.

Name.....in the capacity of.....Sign
ature of Bidder:_____

Duly authorized to sign the Bid for and on behalf of
.....Dated on.....day of.....
.....20.....

Price Schedule: Goods Manufactured Outside Pakistan, to be Imported

Name of Bidder.....

Page.....of

NCB	Sr. No	ITEM DESCRIPTION	Unit	Qty	Unit rate on *DDP upto Karachi Port without sale tax [in Rs] (including all transportation charges, loading, Unloading etc upto IESCO Regional Store New Wah	Total Price on *DDP upto Karachi Port without sale tax [in Rs] including transportation charges, loading, Unloading, all types of duties etc, upto IESCO Regional Store New Wah
1		2	3	4	5	6=(4x5)
PMU/Goods/ NCB-296	1.	Hydraulic Cutter for Rail & Greely Conductor	No.	3		
	2.	Hydraulic Cutter for hawthorn 600mm	No.	3		
Total Price of NCB-296 without GST/PST						
Total Price of NCB-296 Including GST /PST						

Note:

1. The Bidder must fill the price in this Form in accordance with the instructions otherwise bid will be rejected
2. In case of discrepancy between unit price and total, the unit prices shall prevail.
3. The Currencies should be in accordance with instruction BDS-12

*DDP price included all taxes and duties excluding GST

IESCO Designated Store / place: IESCO Regional Store, Hassan Abdaal Road, New Wah.

Name.....in the capacity of.....Sign
ature of Bidder:_____

Duly authorized to sign the Bid for and on behalf of
.....Dated on.....day of.....
.....20.....

Past Experience / Contracts

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



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

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

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

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

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

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

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

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

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

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 statements¹ 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
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		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.