

Standard Bidding Document

Procurement of Power Cable 1000-MCM, Power Cable 500-MCM & Ground Conductor 95mmsq (Goods)

National

Single Stage-One Envelope

CORRIGENDUM # 1	CORR-P118294-001
Initiation Date	September 14, 2026



September 14, 2026

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Table of Contents

REQUEST FOR BIDS	1
Instructions to Bidders	3
Bid Data Sheet	23
Bids Data Sheet (BDS)	24
Eligibility Criteria	27
Evaluation Criteria	30
Items/Lots	31
Related Services of Goods:	32
Items/Lot Specification	33
Price Schedule	35
General Conditions of Contract	37
Special Conditions of Contract	47
Bid Securing Declaration	52
Contract Form	54
Integrity Pact	57
Performance Guarantee Form	59
Annexure	62
SEPCO Bidding Document	63
Procurement Forms	64
Past Experience and Completed Contracts	1
Historical Contract Non-Performance, and Pending Litigation and Litigation History	1

Current Contracts and Their Progress	1
Financial Capacity and Net Worth Evaluation Form	1
Average Annual Turnover	1
Additional Forms and Documents	68

REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Chief Engineer (Development) PMU SEPCO Sukkur (Sukkur Power Electric Company (SEPCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Chief Engineer (Development) PMU SEPCO Sukkur (Sukkur Power Electric Company (SEPCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Procurement of Power Cable 1000-MCM, Power Cable 500-MCM & Ground Conductor 95mmsq**" with the reference of "**P118294**"
2. The **Chief Engineer (Development) PMU SEPCO Sukkur (Sukkur Power Electric Company (SEPCO))** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of 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/118294>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Tuesday, September 29, 2026 01:30 PM**. E-bids will be opened using **EPADS v2.0**

on the same day at **Tuesday, September 29, 2026 02:00 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

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

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Instructions to Bidders

A. Introduction

1.Scope of Bids

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

2. Source of Funds

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

3. Eligible Bidders

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

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

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

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

any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

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

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

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.
2. have controlling shareholders in common; or
3. receive or have received any direct or indirect subsidy from any of them; or
4. have the same legal representative for purposes of this Bid; or
5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;
2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

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

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

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

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

4. Eligible Goods and Related Services

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

5. One Bid per Bidder

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

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

6. Cost of Bidding

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

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

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

8. Clarification of Bidding documents

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

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

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

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9**.

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

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

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

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

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

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

C. Preparation of Bids

10. Language of Bid

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

11. Documents and samples Constituting the Bid

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

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

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;
2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**.

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

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

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 The Bidder shall furnish, as part of 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 Bids

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

15. Bids Prices

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

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

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

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

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

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

16. Bids Currencies

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

17. Bids Validity Period

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

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

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

18. Bid Security or Bid Securing Declaration

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

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

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

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

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

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

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

- a. the expiry of the Bid Security;
- b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;
- c. the rejection by the Procuring Agency of all Bids;
- d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

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

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

- a. if a Bidder:
- b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
- c. does not accept the correction of errors; or
- d. in the case of a successful Bidder, if the Bidder fails:
- e. to sign the contract; or
- f. to furnish Performance Guarantee.

19. Withdrawal, Substitution, and Modification of Bid

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

20. Format and Signing of Bid

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

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

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

22. Deadline for Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

23. Opening of Bids

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

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

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

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

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

24. Clarification of Bids

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

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

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

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

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

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

25. Preliminary Examination of Bids

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

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

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

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

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

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

26. Examination of Terms and Conditions; Technical Evaluation

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

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

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

27. Correction of Errors

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

1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

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

28. Conversion to Single Currency

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

29. Evaluation of Bids

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

1. Least Cost Based Selection (LCBS)

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

2. Quality and Cost Based Selection (QCBS)

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

3. Quality Based Selection (QBS)

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.

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

30. Domestic Preference

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

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

31. Determination of Successful Bid

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

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

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

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

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

32. Abnormally Low Financial Bids

32.1 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.

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

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

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

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

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

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

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

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to

perform satisfactorily.

F. Award of Contract

33. Criteria of Award

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

34. Negotiations

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

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

35. Procuring Agency Right to reject all bids

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

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

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

37. Notification of Award

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

of the Public Procurement Rules, 2004.

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

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

38. Signing of Contract

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

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

39. Corrupt & Fraudulent Practices

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

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

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

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

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

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

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





Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **Chief Engineer (Development) PMU SEPCO Sukkur (Sukkur Power Electric Company (SEPCO))**

The subject of procurement is: **Procurement of Power Cable 1000-MCM, Power Cable 500-MCM & Ground Conductor 95mmsq**

Expected commencement date: **Monday, January 11, 2027**

BDS Clause Number 2

ITB Number 2.1

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

Name and identification number of the Contract: **P118294**

BDS Clause Number 3

ITB Clause Number 3.1

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Number 8.1

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

C. Preparation of Bids

BDS Clause Number 5

ITB Number 10.1

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

List of documents required along with the bid: No

BDS Clause Number 6

ITB Number 11.1

Items/Lots and threre related documents:

See section items and Lots

BDS Clause Number 7

ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8

ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9

ITB Number 16.1

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

BDS Clause Number 10

ITB Number 17.1

The Bids/Bid Validity period shall be: **60 Days**

BDS Clause Number 11

ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of:

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;

2nd Floor, Al Sehra Building, Minara Road, near Session Court Sukkur, Sindh, Pakistan, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province). before bid submission deadline.

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

The deadline for Bids submission is: **Tuesday, September 29, 2026 01:30 PM**

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 : **Tuesday**

Date: **Tuesday, September 29, 2026**

Time : **02:00 PM**

BDS Clause Number 14

ITB Number 31.1

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

F. Review of Procurement Decisions

BDS Clause Number 15

ITB Number 41.1

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

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

Eligibility Criteria

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

Eligibility Criteria	Document
The Bidder is required to quote on FCS basis (exclusive of Sales Tax, SED and Inclusive of Custom Duty, Port Clearance Charges & Transportation Charges up to Warehouse) for delivery to designated SEPCO Warehouse at Sukkur. The Bid prices shall be firm and final and no escalation due to variation in costs of labour, material and any kind what so ever shall be allowed.	Yes

• Bid shall remain valid for 60 days from the date of opening. A bid valid for a shorter period will be treated as non-responsive. The bidder must mention in the covering letter of their bid that the offer is valid for 120 days otherwise it will be considered that offer is not valid as required.	Yes
• The bid must be accompanied by a bid Guarantee of an amount not less than two percent (2%) in favour of Chief Engineer (Dev.), PMU SEPCO Sukkur of the total bid amount excluding 18% GST. Bid Security shall be valid for 150 days from the date of opening of the bid	Yes
• E-Bid along with the following documents are to be submitted on E-Pads: i) Letter of offer duly signed. ii) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid. iii) Schedule of Prices iv) Schedule of Delivery. v) Schedule of Technical Data, Drawings and schedule of Deviation along with complete literatures, catalogues and brochures in respect of tendered material. vi) Tender Guarantee vii) All the documents shall be signed and embossed by the bi	Yes
viii) Non-Blacklisting / Not Debarred / Non Defaulting undertaking on Non-Judicial Stamp Paper worth Rs. 100/- or above.	Yes
• The FCS delivery of the 100% material at SEPCO Warehouse 132KV Grid Station, Arain Road Sukkur shall be completed within 120 Days from the date of issuance of Purchase Order. Partial payment against Partial Delivery is allowed.	Yes
• An undertaking on non-judicial stamp paper worth Rs. 100/- shall be attached in E-Bid duly notarized regarding “We M/s _ undertake that the record provided in the E-Bid (NCB-S- /2026) is original and best to our knowledge. In case of any false information provided by our firm in this tender, We M/s _ would be liable for debarment / blacklisting / confiscation of bid security or any other legal action as per SEPCO policy and will tantamount for rejection of our proposal No. NCB-S- /2026	Yes
• Schedule of qualifications duly filled in should be submitted with the bid and extra sheets may be used to furnish qualifications, experience and supply record (year-wise) of the firm.	Yes

• Tender will be opened on E-PADS v2.0 in the presence of bidder's representatives who wish to attend. • SEPCO reserves right to increase / decrease quantity up to 15% during the concurrence of contract.

No



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)



Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Manufacturer / Dealer Authorization	Warranty
Ground Conductor 95mmsq	Electrical accessories or supplies manufacture services	Address: SEPCO Warehouse near 132kV Grid Station Arain Road Sukkur Sindh Schedule: 120 Days or earlier Quantity: 15/Km	15/Km	663638.5 PKR	Any	24 Months

Lot Title : Lot-I

Bid Security : 1041317 PKR

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Power Cable 1000-MCM S/Core	Power cable	Address: SEPCO Warehouse near 132kV Grid Station Arain Road Sukkur Sindh Schedule: 120 Days or earlier Quantity: 05/Km	5 / Km	Any	24 Months
Power Cable 500-MCM S/Core	Power cable	Address: SEPCO Warehouse near 132kV Grid Station Arain Road Sukkur Sindh Schedule: 120 Days or earlier Quantity: 09/Km	9 / Km	Any	24 Months

Related Services of Goods:

No



Items/Lot Specification

Items Without Lots :

Item: Ground Conductor 95mmsq

UNSPSC: Electrical accessories or supplies manufacture services

Specifications / Requirementss:

As per NTDC Specification Amended to Date

Lot Title : Lot-I

Item: Power Cable 1000-MCM S/Core

UNSPSC: Power cable

Specifications / Requirements:

As per NTDC Specification Amended to Date

Item: Power Cable 500-MCM S/Core

UNSPSC: Power cable

Specifications / Requirements:

As per NTDC Specification Amended to Date



Price Schedule

For Individual Items

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

For Lots

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





General Conditions of Contract

A. General

1. Definitions

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;
- b. "Procuring Agency" means:-
 - a. any Ministry, Division, Department or any Office of the Government;
 - b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
- c. "The Contract" means an agreement enforceable by law;
- d. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- e. "Ancillary Services" means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;
- f. "GCC" means the General Conditions of Contract contained in this section;
- g. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- h. "Day" means calendar day unless indicated otherwise.
- i. "Effective Date" means the date on which this Contract comes into force and effect.
- j. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
- k. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
- l. "Government" means the Government of Pakistan;
- m. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
- n. "Service" means any object of procurement other than goods or works;
- o. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
- p. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

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

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

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

2. Application and Interpretation

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

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

3. Applicable Law

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

4. Governing Language

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

5. Notices

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

6. Delivery/Location

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

7. Authorized Representatives / Authority of Member in charge

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

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

8. Effectiveness of Contract

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

9. Commencement of Services

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

10. Program

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

11. Starting Date/Expiration Date

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

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

12. Entire Agreement

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

13. Modification

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

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

14. Force Majeure

14.1 Definition

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

14.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3 Extension of Time

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

of Force Majeure.

14.4 Payments

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

15. Termination

15.1 By the Procuring Agency

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

- a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
- d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

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

- a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
- b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
- d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

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

16.2 Law Applicable to Goods

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

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

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

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

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

17.3 Prohibition of Conflicting Activities

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

- a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- b. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

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

19. Insurance to be Taken Out by the Bidder

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

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

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

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

21. Reporting Obligations

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

22. Liquidated Damages

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

22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

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

23. Performance Guarantee

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

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

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

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

24. Fraud and Corruption

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

25. Sustainable Procurement

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

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

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

29. Change in the Applicable Law

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

30. Services and Facilities

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

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

F. Payments to the Bidder

31. Contract Price

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

32. Terms and Conditions of Payment

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

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

33. Currency of Payment

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

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

35. Correction of Defects, and

Lack of Performance Penalty

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

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

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

36. Taxes and Duties

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

H. Settlement of Disputes

37. Alternate Dispute Resolution

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

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

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



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: Chief Engineer (Development) PMU SEPCO Sukkur (Sukkur Power Electric Company (SEPCO)), Personal Assistant 2nd Floor, Al Sehra Building, Minara Road, near Session Court Sukkur, Sindh, Pakistan, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).

The Supplier is:

The title of the subject procurement is: Procurement of Power Cable 1000-MCM, Power Cable 500-MCM & Ground Conductor 95mmsq

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

Language:

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

Number of GC Clause 5

Notices:

The addresses for the notices are:

Procuring Agency:

Chief Engineer (Development) PMU SEPCO Sukkur (Sukkur Power Electric Company (SEPCO)), Personal Assistant
2nd Floor, Al Sehra Building, Minara Road, near Session Court Sukkur, Sindh, Pakistan, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).
+92-313-344-9546
zain.chandio@sepcos.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:

Chief Engineer (Development) PMU SEPCO Sukkur (Sukkur Power Electric Company (SEPCO)), Personal Assistant

2nd Floor, Al Sehra Building, Minara Road, near Session Court Sukkur, Sindh, Pakistan, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).

+92-313-344-9546

zain.chandio@sepco.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 **0.06% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

The amount of performance guarantee shall be **5.00%** of the contract price in acceptable form of **Pay Order, 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.

Number of GC Clause 37

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and

proceedings will be conducted in English language.

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

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

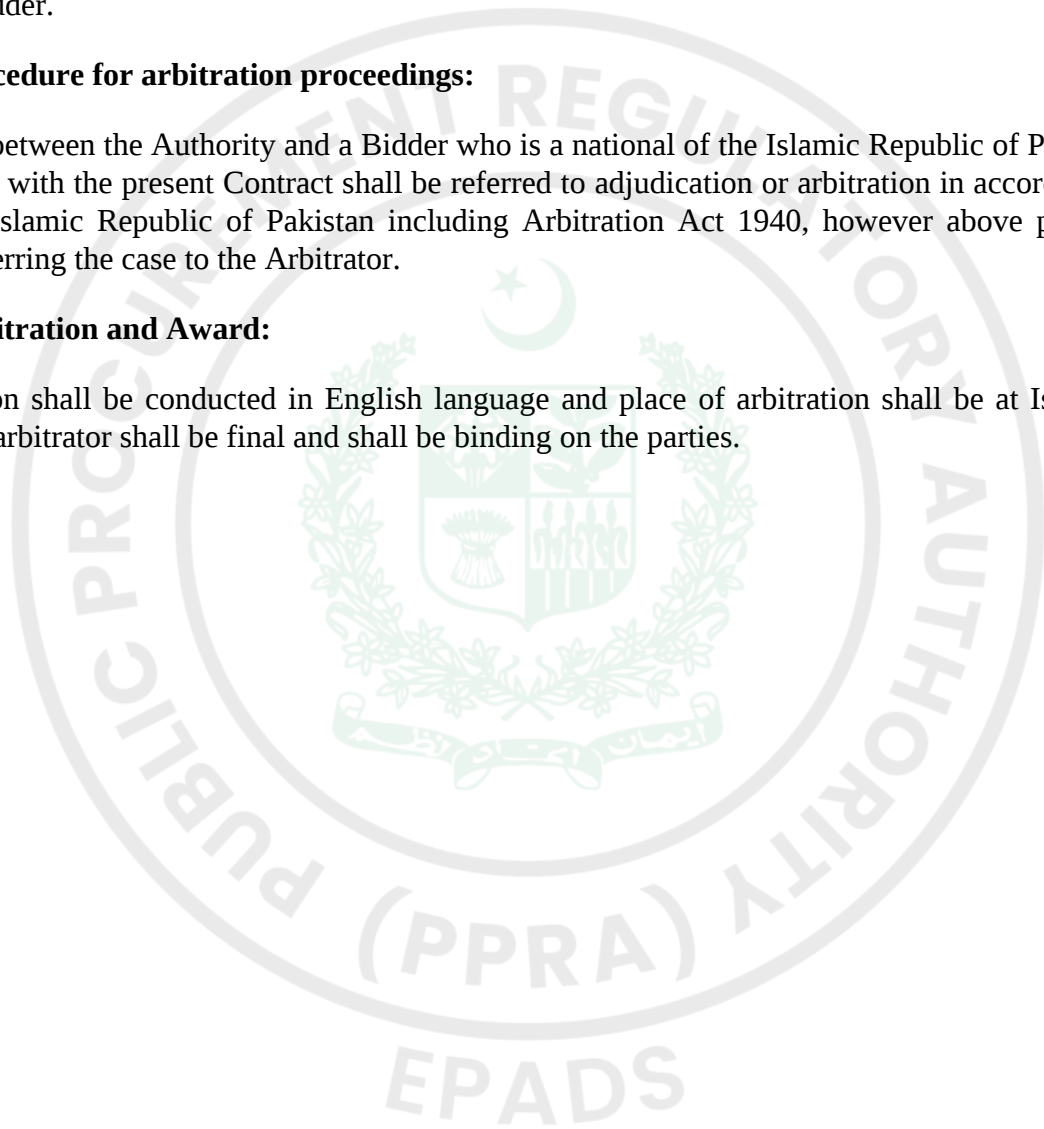
Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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





Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P118294**

To: **Chief Engineer (Development) PMU SEPCO Sukkur (Sukkur Power Electric Company (SEPCO)), Personal Assistant 2nd Floor, Al Sehra Building, Minara Road, near Session Court Sukkur, Sindh, Pakistan, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).**

We, the undersigned, declare that:

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

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

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

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

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



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Chief Engineer (Development) PMU SEPCO Sukkur (Sukkur Power Electric Company (SEPCO)), Personal Assistant 2nd Floor, Al Sehra Building, Minara Road, near Session Court Sukkur, Sindh, Pakistan, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Procurement of Power Cable 1000-MCM, Power Cable 500-MCM & Ground Conductor 95mmsq (P118294)** 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.

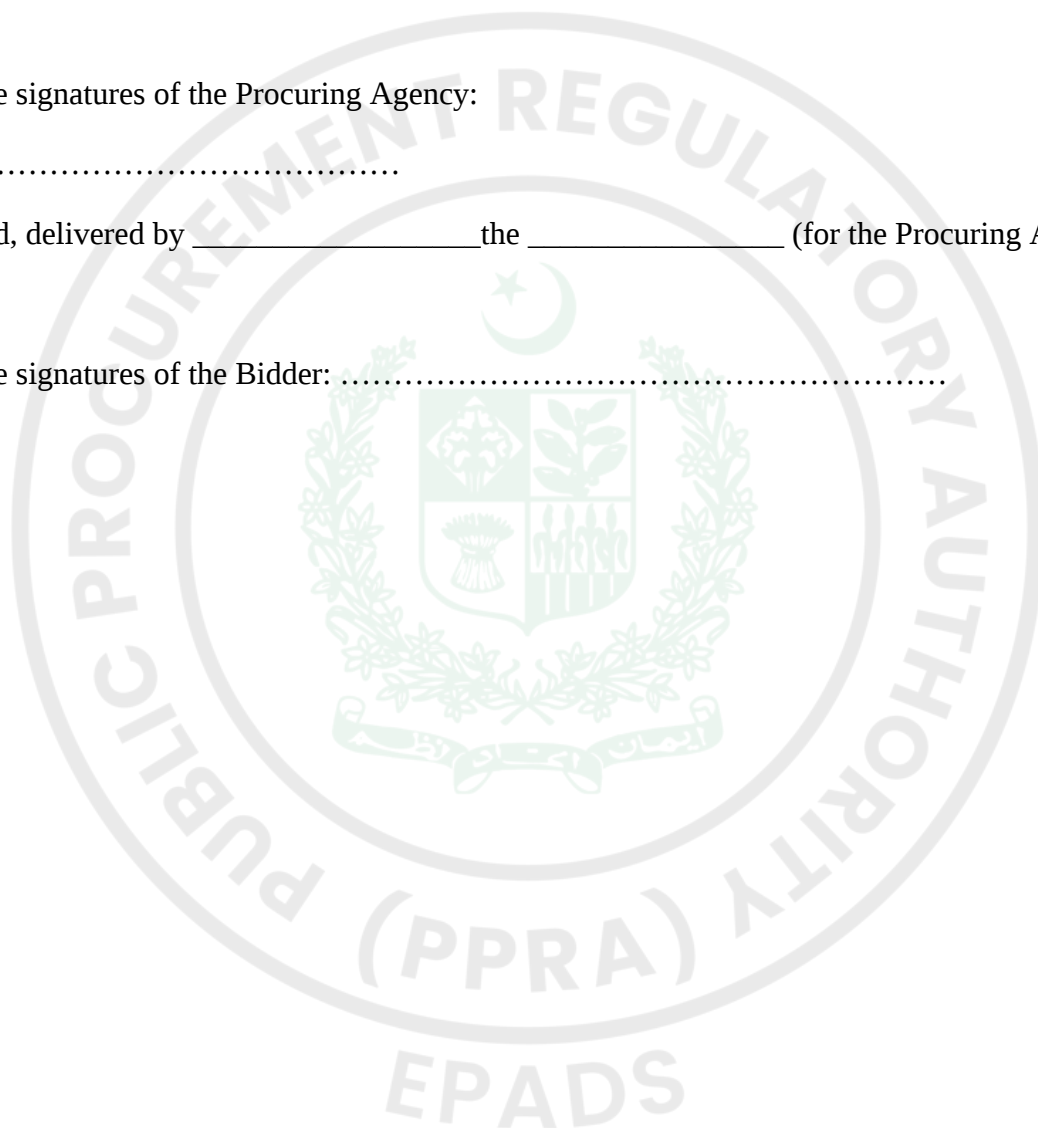
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

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: **Chief Engineer (Development) PMU SEPCO Sukkur (Sukkur Power Electric Company (SEPCO)), Personal Assistant 2nd Floor, Al Sehra Building, Minara Road, near Session Court Sukkur, Sindh, Pakistan, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

SEPCO Bidding Document

Bidder is requested to Fill, Sign & Stamp all pages of bidding document and upload on EPADS

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **SEPCO Bidding Document** (page number: 69)





Procurement Forms

Past Experience and Completed Contracts

Manufacturing Experience: The Manufacturer must have at least (05) years design / manufacturing experience of tendered material with the same or higher quantity. Bidder who is not manufacturer shall provide Authorization from the Manufacturer and shall also provide complete manufacturing machinery details, factory details, years in manufacturing of tendered material, per month manufacturing capacity, complete details of staff to be engaged in manufacturing of tendered material. All details shall be attached in the E-Bid as Annex-A.

03 Years Satisfactory Operational Experience Certificate: Bidder / Manufacturer shall provide at least 02 Twosatisfactory operational experience certificate of the tendered material with the same quantity or above shall be attached as Annex-B.

Contractual Experience: The bidder must have demonstrated at least (02) number of Purchase Orders successfully completed within the last five years of tendered material with the same quantity or above. GRNs, Inspection certificates, Delivery Challan shall be attached with the bid as Annex-C.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 99)

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 100)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 102)

Financial Capacity and Net Worth Evaluation Form

Financial Criteria: The bidder should have sound financial status. In order to determine the same, the bidder shall provide it's up to date financial statements i.e. (audited balance sheet and income tax returns, income statement, cash flow statements for the last 03 years). The bidders net worth calculated as a difference between total assets and total liabilities must be positive for the last 03 years shall be attached as Annex-D.

Cash Flow Capacity:A bidder has to have sufficient financing sources, liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow demands of the contract. To be awarded a contract a bidder has to demonstrate its availability to at least the following amount for the desired tender/lot. If a bidder submits successful bids (lowest evaluated substantially responsive bids), the Bidder shall meet the aggregated cash flow requirements more than two times of the quoted price.

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 103)

Average Annual Turnover

Average Annual Turnover: To be awarded a contract for this order, the bidder has to have an average Annual Turnover in the last 03 years more than the Two times of the total quoted price shall be attached as Annex-E.

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 105)







Additional Forms and Documents

SUKKUR ELECTRIC POWER COMPANY (SEPCO)



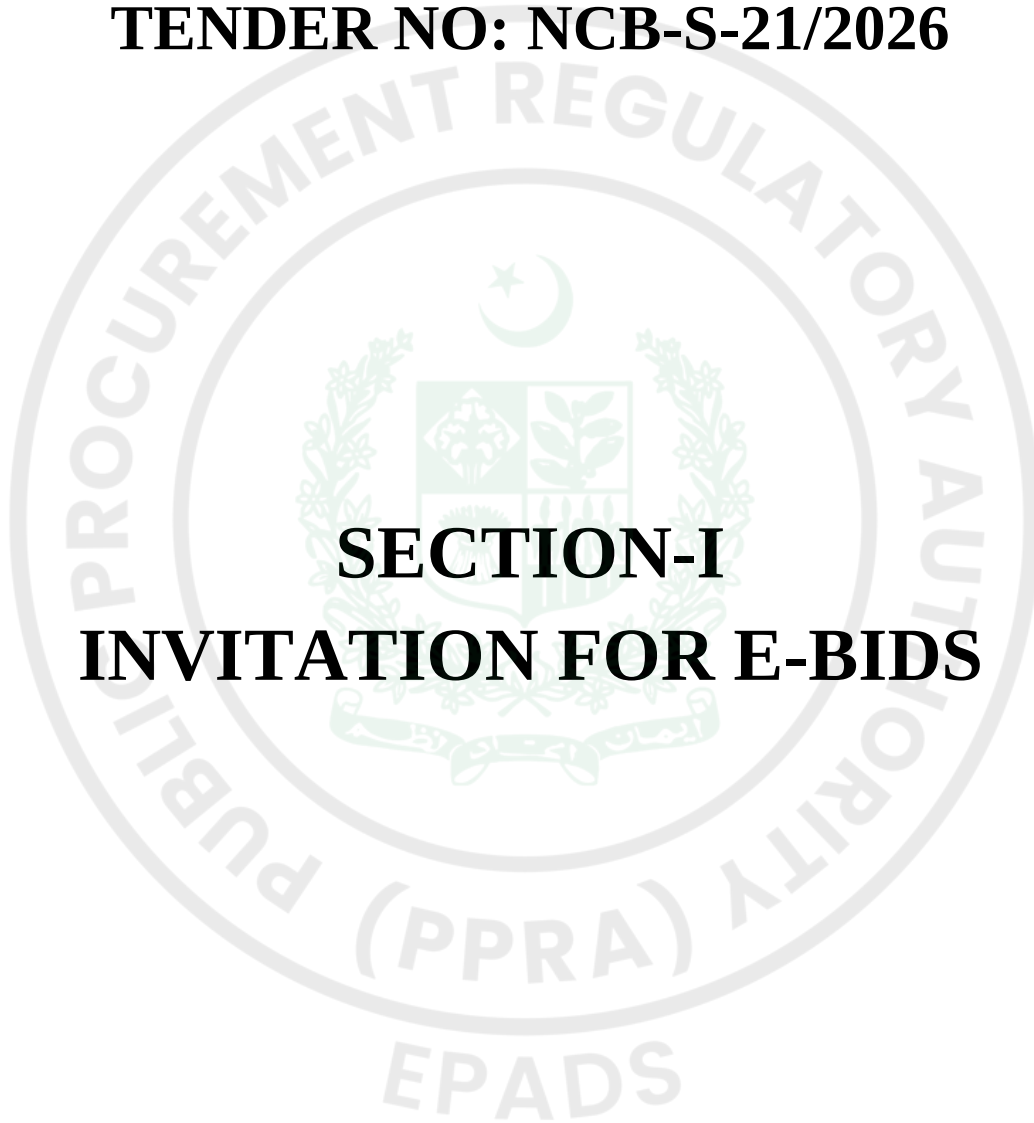
**PMU SEPCO E-TENDER NO. NCB-S-21/2026
ON SINGLE STAGE ONE ENVELOPE OPEN
COMPETATIVE BIDDING FOR THE SUPPLY OF POWER
CABLE 1000-MCM S/CORE, POWER CABLE 500-MCM
S/CORE & GROUND CONDUCTOR 95MMSQ TO BE
FINANCED
UNDER SEPCO OWN RESOURCES
PPRA E-PAD REFERENCE NO. P107656**

**PROCURING AGENCY
CHIEF ENGINEER (DEVELOPMENT)
PMU SEPCO SUKKUR**

SEPTEMBER-2026

TENDER NO: NCB-S-21/2026

SECTION-I
INVITATION FOR E-BIDS



DESCRIPTION:

SEPCO invites E-Bids on Single Stage-One Envelope FCS basis from Registered / Prequalified potential manufacturers, suppliers, Distributor or authorized dealers for the supply of material mentioned below on National Competitive bidding procedure, under SEPCO's own resources for the FY-2026-27"

Tender No.	Lot No.	Item Description	Unit	Qty	Last Date & Time of Closing	Date & Time of Opening
NCB-S-21/2026	I	Power Cable 1000-MCM S/Core	KM	05	29-09-2026 13:30 Hrs	29-09-2026 14:00 Hrs
		Power Cable 500-MCM S/Core	KM	09		
	II	Ground Conductor 95mmsq	KM	15		

- Bidding Document containing detailed Terms & Conditions, bid security, bid validity, evaluation criteria, method of procurement, Technical Specifications etc is available for the registered & potential bidders on E-PADS v2.0 at PPRA Website. Interested Bidders are required to be register on E-PADS and submit their bids on E-PADS. For Registration, Training or any other information related to E-PADS, bidders have to contact PPRA 1st Floor FBC Building Sector G-5/2 Islamabad. Bid submitted other than E-BID will be treated as **Non-Responsive**
- This Procurement will be funded from SEPCO's own Resources
- All bids must be accompanied by a bid security from schedule bank of Pakistan in shape of CDR, Bank Guarantee, Bank Draft or Pay Order in favour of Chief Engineer (Dev.), PMU SEPCO Sukkur and shall be submitted in an envelope clearly marked with Tender No. Title of Procurement, Date & Time of Opening before the E-BID submission deadline in the office of Chief Engineer (Dev.), PMU SEPCO, Room: 201, 2nd Floor, Al Sehra Building, Minara Road near Session Court Sukkur otherwise bid will be rejected. Copy of Bid Security may also upload on E-PADS v2.0.
- Tender will be opened on E-PADS v2.0 in the presence of bidder's representatives who wish to attend.
- The bidder who is not black listed / not debarred / not defaulted in WAPDA / NTDC / NGC / DISCOs against any contract / purchase order shall have to provide undertaking on non-judicial stamp paper worth Rs. 100/- or above while submitting bid security. Copy of the same shall be attached in E-PADS v2.0.
- All Bidders should quote strictly in accordance with **NTDC Specification / IEC Standards (amended up to date)**.
- SEPCO reserves right to increase / decrease quantity up to 15% during the concurrence of contract.
- All the procurement will be governed under GCC, Procurement Manuals & PPRA Rules.
- SEPCO reserves all rights regarding rejection of tender as defined in Clause-33 (1) of PPRA Rules 2004.
- Further information or detail can be obtained during office hours from the office of **Chief Engineer (Development) PMU, SEPCO Sukkur, Room # 201 Al-Sehra Building, Minara Road, Near Session Court, Sukkur (Ph: +92-71-9310094, Fax: +92-71-9310055, Email: sepcopmu@gmail.com / SEPCO website www.sepcocom.pk and PPRA web site <https://epms.ppra.gov.pk/public/tenders/active-tenders>)**

**CHIEF ENGINEER (DEVELOPMENT),
PROJECT MANAGEMENT UNIT,
SEPCO SUKKUR**

TENDER NO: NCB-S-21/2026

SECTION-II
TENDER CONDITIONS



TENDER CONDITIONS

- | | |
|---|---|
| 1. Bid Price | <p>1.1. The Bidder is required to quote on FCS basis (exclusive of Sales Tax, SED and Inclusive of Custom Duty, Port Clearance Charges & Transportation Charges up to Warehouse) for delivery to designated SEPCO Warehouse at Sukkur</p> <p>1.2. The Bid prices shall be firm and final and no escalation due to variation in costs of labour, material and any kind what so ever shall be allowed.</p> <p>1.3. The price shall be filled in on the attached schedule of prices.</p> |
| 2. Validity Period | <p>2.1 Bid shall remain valid for 60 days from the date of opening. A bid valid for a shorter period will be treated as non-responsive. The bidder must mention in the covering letter of their bid that the offer is valid for 60 days otherwise it will be considered that offer is not valid as required.</p> |
| 3. Bid Security | <p>3.1 The bid must be accompanied by a bid Guarantee of an amount not less than two percent (2%) in favour of Chief Engineer (Dev.), PMU SEPCO Sukkur of the total bid amount excluding 18% GST. Bid Security shall be valid for 150 days from the date of opening of the bid in the form of CDR, Bank Draft, Pay Order, Bank Guarantee drawn on a schedule Bank of Pakistan (or in lieu thereof a bid Guarantee issued by Schedule Bank of Pakistan) prepared in the form attached hereto. Withdrawal or any modification of the original offers shall entitle the purchaser to forfeit the bid guarantee in favor of Chief Engineer (Dev.), PMU SEPCO Sukkur or to take suitable remedial action against the registered bidder, like putting a ban on future enquiry or removal from the list of approved suppliers. The bids not accompanied with the requisite bid security / bid guarantee as mentioned above will be considered non-responsive.</p> <p>3.2 Bid Guarantee be furnished on Non-Judicial Stamp Paper of value Rs.100/- or above.</p> |
| 4. Documents to be attached with Bid | <p>4.1 E-Bid along with the following documents are to be submitted on E-Pads:</p> <ul style="list-style-type: none"> i) Letter of offer duly signed. ii) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid. iii) Schedule of Prices in respect of the tendered equipment. iv) Schedule of Delivery. v) Schedule of Technical Data, Drawings and schedule of Deviation along with complete literatures, catalogues and brochures in respect of tendered material. vi) Tender Guarantee in the form as explained in clause 3. vii) All the documents shall be signed and embossed by the bidder. viii) Non-Blacklisting / Not Debarred / Non Defaulting undertaking on Non-Judicial Stamp Paper worth Rs. 100/- or above. |
| 5. Language of Technical Literature | <p>5.1 Technical Literature / Brochures should be in ENGLISH in triplicate, giving out salient features of the material / equipment offered must accompany the bid.</p> |
| 6. Schedule of Technical Data | <p>6.1 Schedule of technical data duly filled in and signed in must accompany the bid and all copies thereof. The bids with substantially incomplete technical data are liable to rejection. Clause by clause</p> |

commentary on the technical specification be given or in lieu thereof. The deviation from the tender specification must be filled in the scheduled of Deviations.

- 7. Delivery Period** **7.1** i) The FCS delivery of the 100% material at SEPCO Warehouse 132KV Grid Station, Arain Road Sukkur shall be completed within 120 Days or earlier from the date of issuance of Purchase Order. Partial payment against Partial Delivery is allowed.
- ii) Bidder offering delivery period beyond the stipulated period will be considered by loading @ 0.05% of Ex-work price per day of late delivery up to a maximum of 60 days.
- 8. Payments** **8.1** The payment will be made by Chief Engineer (Development) PMU, SEPCO Sukkur on production of the following documents:
- i) Bill in triplicate for 100% Claim.
- ii) Sales Tax/SED invoice as per Sales Tax/SED law.
- iii) Delivery Challan and GRN duly stamped and signed by the Deputy Manager, Warehouse Arain Road Sukkur and countersigned by Manager Procurement (PMU) SEPCO Sukkur
- Note: It would also be responsibility of consignee to obtain Sales Tax/SED invoice along with material received and signing the delivery challan & issuance of GRN/SMB.
- iv) Warranty Certificate and No-payment certificate.
- v) Inspection Certificate issued by the inspecting agency.
- vi) Integrity-Pact on prescribed Performa duly signed and stamped.
- vii) The payment of Sales Tax/SED shall be made on production of Sales Tax/SED return cum payment Challan. In case of manufacturers who pay lump sum sales Tax/SED, they shall also submit an affidavit on non-judicial paper that the challan includes the amount of 17% of Sales Tax/SED for supply of the mentioned items.
- viii) Manager / Deputy Manager (Project Financing) PMU SEPCO may release the payment of the last bill after the confirmation of the validity of the performance bond from Manager (Procurement) PMU SEPCO.
- ix) Duties and Taxes are to be payable to GoP/GoS, any increase / decrease in the existing tariff of duty / tax or any other tax if imposed or charged by the Government of Pakistan / provincial Government; the same will be adjusted by the Manager / Deputy Manager (Project Financing) PMU, SEPCO Sukkur on presentation of documentary evidence.
- x) Advance payment is not allowed.
- 9. Bid Liable to rejection** **9.1** Bids are liable to be rejected forthwith if:
- a) The bidder submits substantially incomplete bid or only the copies of the bid are submitted without original bid.
- b) The bid is submitted on other than the prescribed form or is incomplete or conditional.
- c) The bid is illegible in any material, part or contains alterations, additions, deletions, erasers or other irregularities.
- d) Not accompanied with a bid guarantee or with insufficient or unacceptable bid guarantee.
- e) Submitted by a bidder who has previously failed to perform tendered material to SEPCO or DISCOs.
- f) Bid is in some way connected with bids submitted under names

different from his own.

- g) The offer is not accompanied with schedule of technical data and schedule of deviation (if any) duly filled in and signed.

10. Purchaser's Right to change / cancel the tender

10.1 The invitation to tender is without engagement and the purchaser reserves the rights.

- i) To scrap the tender
- ii) To increase / decrease the quantity upto 15%.
- iii) To delete any item.
- iv) To place order on more than one supplier.

10.2 The purchaser will have the right to enhance the quantity of material / equipment indicated in the contract during the currency of the contract provided that the cost of additional material / equipment does not exceed by an amount of 15% of the total value of original contract.

11. Qualification & Experience

11.1 Manufacturing Experience: The Manufacturer must have at least (05) years design / manufacturing experience of tendered material with the same or higher quantity. Bidder who is not manufacturer shall provide Authorization from the Manufacturer and shall also provide complete manufacturing machinery details, factory details, years in manufacturing of tendered material, per month manufacturing capacity, complete details of staff to be engaged in manufacturing of tendered material. All details shall be attached in the E-Bid as Annex-A.

11.2 03 Years Satisfactory Operational Experience Certificate: Bidder / Manufacturer shall provide at least 02 Two satisfactory operational experience certificate of the tendered material with the same quantity or above shall be attached as Annex-B.

11.3 Contractual Experience: The bidder must have demonstrated at least (02) number of Purchase Orders successfully completed within the last five years of tendered material with the same quantity or above. GRNs, Inspection certificates, Delivery Challan shall be attached with the bid as Annex-C.

11.4 Financial Criteria: The bidder should have sound financial status. In order to determine the same, the bidder shall provide it's up to date financial statements i.e. (audited balance sheet and income tax returns, income statement, cash flow statements for the last 03 years). The bidders net worth calculated as a difference between total assets and total liabilities must be positive for the last 03 years shall be attached as Annex-D.

11.5 Average Annual Turnover: To be awarded a contract for this order, the bidder has to have an average Annual Turnover in the last 03 years more than the Two times of the total quoted price shall be attached as Annex-E.

11.6 Cash Flow Capacity: A bidder has to have sufficient financing sources, liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow demands of the contract. To be awarded a contract a bidder has to demonstrate its availability to at least the following amount for the desired tender/lot. If a bidder submits successful bids (lowest evaluated substantially responsive bids), the Bidder shall meet the aggregated cash flow requirements more than two times of the quoted price.

11.7 Schedule of qualifications duly filled in should be submitted with the bid and extra sheets may be used to furnish qualifications,

experience and supply record (year-wise) of the firm.

- 11.8** **Undertaking on Non-Judicial Stamp Paper:** An undertaking on non-judicial stamp paper worth Rs. 100/- shall be attached in E-Bid duly notarized regarding “We M/s _____ undertake that the record provided in the E-Bid (NCB-S-21/2026) is original and best to our knowledge. In case of any false information provided by our firm in this tender, We M/s _____ would be liable for debarment / blacklisting / confiscation of bid security or any other legal action as per SEPCO policy and will tantamount for rejection of our proposal No. NCB-S-21/2026. Original Non-Judicial Stamp Paper shall be provided in hard with Bid Security on tender opening date.

- | | |
|---|--|
| 12. Performance Guarantee / Security | 12.1 Performance Guarantee / Security in shape of Bank Guarantee of any scheduled bank of Pakistan, equal to 5% of the total value of PO excluding GST shall be furnished within 20 days from the date of issuance of Letter of Intent (LOI) from any schedule Bank of Pakistan valid up to 24 months from the date of completion of total supply. Non receipt of performance guarantee(s) within above specified period may tantamount to cancellation of LOI & confiscation of 2% bid security in favour of SEPCO. |
| | 12.2 Performance Bond be furnished on Non-Judicial Stamp Paper of value Rs.100/- or above. |
| 13. Warranty | 13.1 A Warranty to the effect that the goods offered conform exactly to the specification laid down in this contract and that the goods in question have also been tested and checked prior to delivery and that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications, or not in conformity with the inspection certificate at the time of delivery and for a period 18 months from the date of installation / commissioning or 24 months from the date of delivery of last consignment whichever period concludes earlier, you will be held responsible for all losses / defects and that you agree to substitute the unacceptable goods with the acceptable goods at your risk and cost / expenses. |
| 14. Inspection & Tests | 14.1 Inspection of material will be carried out at your works by the committee constituted by Chief Executive Officer SEPCO (one representative SEPCO or NTDC or both representatives from SEPCO). Notice of at least 60 days for foreign inspection and 20 days for local inspection in writing shall have to be given to SEPCO by you for nomination of the inspectors when the stores against the order are ready for inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to the inspecting officers by you at your expense for carrying out inspection. |
| | 14.2 All reasonable facilities for performing / witnessing any tests by the Inspector during pre-shipment foreign inspection shall have to be afforded by the supplier if such tests are clearly intended by or provided for in the specifications or schedule of prices or as agreed between purchaser and the supplier witnessing of the test will cover the expenses of TWO Inspectors from WAPDA / SEPCO including return air ticket up to the place of inspection and back (as admissible), local transportation, boarding, lodging in “A” class hotel and daily allowance as permissible under WAPDA rules. |

For local inspection, the bidder will provide all reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to the inspecting officers by you at your expense, boarding and lodging and daily allowance permissible under WAPDA / SEPCO rules.

14.3 The inspection fee @ 0.5% of total value of material for local manufactured / inspection material shall be deposited by you in the office of Chief Engineer (Design), NTDC, Lahore in case of one representative from NTDC or the inspection fee @ 0.5% of total value of material shall be deposited by you in the office of Chief Engineer (Development), PMU SEPCO Sukkur in case of both representatives from SEPCO within 07 days after nomination of SEPCO Inspectors otherwise inspection fee will be deducted by SEPCO from the bill.

14.4 In case the goods fail to withstand any test and you desire to submit new consignment, the cost of repeating such test / re-inspection and cost of witnessing such test by the Inspectors / Engineer, including boarding / lodging, shall be borne by you and the equipment will be released or modified to the satisfaction of SEPCO without any additional cost to the SEPCO.

14.5 Any inspection and / or witnessing tests or the waiving of such tests and / or surveillance by the Engineer / Inspectors shall not relieve you from obligations and responsibilities under the contract regardless of any approval or consent given by the Engineer and or Inspectors

14.6 Any inspection and / or witnessing tests or the waiving of such tests and / or surveillance by the Engineer / Inspectors shall not relieve you from obligations and responsibilities under the contract regardless of any approval or consent given by the Engineer and or Inspectors.

14.7 The inspecting officers may reject a part of the or whole consignment rendered for inspection if after inspection such portion thereof, as they may decide on their discretion, they are satisfied that the consignment is below the requirements of particulars governing the supply given in letter of Intent / Purchase Order.

14.8 If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser you may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.

14.9 On final rejection the purchaser shall have the following rights:

- a) To purchase the rejected goods at your cost and expense.
- b) To terminate the contract and recover from you, the loss, incurred by SEPCO.

In case, the rejection exceeds 20% of the contracted quantity or volume, the additional fee payable to SEPCO's Inspection Agents will be recovered from you.

15. Test Certificate **15.1** You will enclose with each consignment, manufacturer's test certificate in triplicate, confirming that the goods offered conform to specification said down in the contract.

16. Sales Tax / SED **16.1** The sales Tax/SED will be reimbursed by SEPCO on actual upon production or original receipts / documents.

17. Failure & Termination **17.1** If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled, at his option either:

- i) To recover from you Liquidated Damages levied at the rate of 2% per month or part thereof subject to the maximum upto 10%

of the contract price; the liquidated damages shall be recovered only for the stores supplied late except where undelivered stores hold up the use of other stores, when it shall be for the total value of the contract. The recovery of liquidated damages mentioned above can be affected from any payment due to you from any contract with SEPCO or any unit of DISCOs / GENCOs or NTDC (WAPDA).

OR

- ii) To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.

OR

- iii) To cancel the contract at your risk and cost. In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the purchaser may suffer on that account; but you shall not be entitled to any gain or repurchase made against the supply order.

17.2 If during the course of execution of the purchase order, you are blacklisted by SEPCO the purchaser may proceed with all or any of the action detailed below:

- i) To allow the contract to run its course till completed in accordance with the terms and conditions of the contract.
- ii) To stop further supplies with or without financial repercussions.
- iii) To cancel the contract with or without reservations of rights.

18. Responsibility for executing the contract

18.1 You are entirely responsible for the successful execution of Contract in all respects and in accordance with the terms and conditions as specified in the contract including the schedule.

19. Indemnity

19.1 You shall at all times indemnify the purchaser, against all claims which may be made in respect of Store for infringement of any right protected by patent, registration of any design, or trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and take the entire responsibility for the sufficiency of the means used by you for the fulfillment of the contract: PROVIDED ALWAYS that in the event of any claim in respect of alleged breach of Letter, patent Registered Design or Trade mark being made against the purchaser, the purchaser SEPCO (WAPDA) shall notify you of the same and you shall be at liberty at your own expense to settle any dispute to conduct any litigation that may arise there from.

20. Force Majeure

20.1 The right of the Authority to terminate the contract or to claim penalty or liquidated damages shall be subject to judicious consideration of the following circumstances provided as a result of all or any of these events there has been delay in the performance of the contract by the manufacturer or supplier, or the contract has become incapable of being performed:

- i) Act of God;
- ii) Act of State, war or any act of enemy.
- iii) Strikes, lockout, Riots or Civil Commotion.
- iv) Injunction Granted by a lawful court restraining you from executing the contract unless such injunction was due to any alleged irregularity committed by you.

- v) Non receipt of raw material abroad for reasons beyond the control of manufacturer of goods.
- vi) Port delays due to bunker age or lighter age.
- vii) Diversions of supplies by the carrier without any fault or knowledge of the manufacturer or supplier.

Provided further that the manufacturer / supplier shall give a notice to the purchaser within 15 days of the happening of any such event.

21. Packing

- 21.1** You will be responsible for the stores being sufficiently and properly packed suitable for transit by Road, so as to ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at your expense in accordance with the standard specifications to ensure safe receipt at destination.



TENDER NO: NCB-S-21/2026

SECTION-III

SCHEDULE OF PRICES

SCHEDULE OF DELIVERY

SCHEDULE OF DEVIATIONS

SCHEDULE OF QUALIFICATION OF BIDDER

SCHEDULE OF PRICES FOR MATERIAL

Lot No.	Item Description	Qty	Unit Price FCS w/out Sales Tax / SED (in Pak Rs.)	Total FCS Consignee Store SEPCO Sukkur price including all type of duties etc. and w/out Sales Tax / SED (in Pak Rs.)
I	Power Cable 1000-MCM S/Core	05 KM		
	Power Cable 500-MCM S/Core	09 KM		
II	Ground Conductor 95mmsq	15 KM		
Total Amount for Lot-I w/out GST				
Total Amount for Lot-II w/out GST				

Note: In case of Discrepancy, between unit price and total, the unit price will prevail.

Seal & Signature of Bidder

SCHEDULE OF DELIVERIES

Lot. No.	Description	Unit	Quantity Required	Delivery Period Required for FCS Consignee Stores SEPCO Sukkur	Delivery Period Required for FCS Consignee Stores SEPCO Sukkur
1	2	3	4	5	6
I	Power Cable 1000-MCM S/Core	KM	05	120 Days or earlier	
	Power Cable 500-MCM S/Core	KM	09		
II	Ground Conductor 95mmsq	KM	15		

Note: Delivery Period will be reckoned from the date of issuance of Purchase Order (P.O)

Seal & Signature of Bidder

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

Note: - Attach additional sheets, if necessary.

Sr. No.	Clause No. of Technical Specifications	Variation

SEAL & SIGNATURE OF BIDDER

SCHEDULE OF QUALIFICATION OF BIDDER

- Note:-
1. Please supply the following information Annexure Wise with the E-bid separately and indicate herein its references where this information is available.
 2. Non submission of the required information may result in rejection of the bid.

Sr. No.	INFORMATION TO BE SUPPLIED	BID REFERENCES
1.	Name of bidder, business address and country of incorporation.	Bidder is requested to provide Para-Wise reply to ascertain the Qualification & Experience Criteria. The Documents to be attached in this regard shall be provided in prescribed manner as Annexure Wise clearly indicating the clause & section needed. Extra Sheets can be used by the bidder if required. Non-Providing of information will be treated as rejected.
2.	Type of firm whether individual owned, partnership, corporation or joint venture and the names of its owners or partners.	
3.	Annual report or qualification statement giving general description of the firm, sort and loss of business carried out, balance sheet, profile and loss statement turn over and business done by the firm, duly authenticated.	
4.	Location and address of manufacturing facilities.	
5.	Full description of factories owned and the annual manufacturing capacities of the various items made therein.	
6.	Details of the factory or factories where the offered equipment is proposed to be manufactured. This description should include the facilities and capacities of the particular factories and the processes used in manufacturing. Where parts or components are purchased outside. The details of equipment purchased and the name of the suppliers.	
7.	Detailed description of the quality control, testing and research facilities. If the equipment is manufactured under license, the name of the licensor and details of the licensing arrangement such as the duration of the license. The facilities provided to the bidders by the licensor and whether future improvements are available or not etc. A copy of the license agreement may be attached along with copies of amendments/addenda, if any to the same,	
8.	Names, qualifications and experience of the principal technical personnel, (Attach additional sheets, if required).	
9.	The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.	
10.	The time since the particular model of equipment offered has been manufactured and the time for which it has been in service.	
11.	Reference lists of offered works done by the bidder in his country and abroad indicating the name of customer, description and quality of product, year of supply and the approximate value (Attach additional sheets if required).	
12.	Banking reference, Name of Banks and addresses may be given to whom references regarding finance at capability of the bidder may be made.	

Note:- Bidders are advised to respond fully to above questions to satisfy requirements of clause-11 of section-II. Failure to provide adequate information may render bid non-responsive.

SEAL & SIGNATURE OF BIDDER

TENDER NO: NCB-S-21/2026

**SECTION-IV
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

- 1. Source of Funds** **1.1** Sukkur Electric Power Company, SEPCO own resources.
- 2. Cost of bidding** **2.1** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 3. Contents of the Bidding Document** **3.1** The Bidder is expected to examine all instructions, forms terms specifications and other information in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 4. Clarification of Bidding Documents** **4.1** A prospective Bidder requiring any clarification of bidding document may notify the Purchaser in writing or by cable to Chief Engineer (Development), PMU SEPCO Sukkur as detail given below:
Room No. 201, Al-Sehra Building, Minara Road, Near Session Court, Sukkur.

Ph# 071-9310094
Fax# 071-9310055
Email sepcopmu@gmail.com

The Purchaser will respond in writing to any request for clarification or modification of the bidding document that it receives not later than 10 days prior to the deadline for submission of bid prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but not identification of its source) will be sent to all prospective bidders who have received the bidding document.
- 5. Amendment of Bidding Document** **5.1** At any time prior to the deadline for submission of bid, the Purchaser may, for any reason, whether at its own initiative, or in response to a clarification request by a prospective bidder, amend the bidding document.

 5.2 The amendment will be notified in writing or by cable / Fax to all prospective Bidders that have purchased bidding documents and will be bidding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

 5.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the purchaser may, at its discretion, extend the deadline for submission of bids, in which case, the Purchaser will notify all bidders in wiring of the extended deadline.
- 6. Sealing & Making of Bid** **6.1** The Bidder shall submit his E-Bid on E-Pads duly marked the E-Bid as "Original Bid" and outer envelope duly marking Address of the Purchaser, Tender No. & Title of Procurement, Description of Material with Date & Time of Opening of Tender and the statement "Do Not Open Before Opening of Bid".

 6.4 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned un-opened in case it is declared as "**LATE**"

- 7. Deadline for submission of E-Bid**
- 7.1** E-Bid must be submitted by Bidder on E-Pads at PPRA website not later than the time and date stated in Invitation for Bid.
- 7.2** The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bidding document in which case all rights and obligations of Purchaser and bidders will thereafter be subject to the deadline as extended.
- 8. Late E-Bid**
- 8.1** Any bid received late on E-Pads after the bid submission deadline prescribed by the Purchaser in Invitation for Bid, will be rejected and will not be opened.
- 9. Evaluation and comparison of bids**
- 9.1** Evaluation and comparison of bids will be LOT wise, including transportation charges, loading / unloading, all types of duties etc. except sales Tax/SED and loading on account of late delivery if applicable.
- 9.2** Bids not covering the entire tendered material included in the LOT will be treated as non-responsive and not considered for further comparison.
- 9.3** The Evaluation Committee will examine the Bid to confirm that all terms and conditions specified in the bidding document have been accepted by the Bidder without any material deviation or reservation.
- 9.4** Bids, which do not fulfill the Section-II Clause 11 Qualification & Experience Criteria, technical specifications laid down therein, will be considered non-responsive.
- 9.5** Any deviations in payment schedule form that specified clause 8 of section-II of bidding document will be termed as non-responsive.
- 10. Contacting the Purchaser**
- 10.1** From the time of bid opening to the time of award of contract, if any bidder wishes to contact the Purchaser on any matter related to its bid, should do so in writing. Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of contract decisions may result in rejection of the bidders bid.
- 11. Award Criteria**
- 11.1** The Purchaser will award the contract to successful Bidder whose bid has been determined to be substantially responsive and as per requirement of the bidding document. Bid further provided that the bidder is determined to be qualified to perform the contract satisfactory.

SECTION-V

STANDARD FORMS

Sr#	DESCRIPTION
1	Letter of Offer
2	Bid Security Form
3	Performance Security Form
4	Certificate / Declaration regarding not indulging in illegitimate business practices

1. (LETTER OF OFFER)

To

Chief Engineer (Development),
Project Management Unit, PMU,
Sukkur Electric Power Company (SEPCO)

Gentlemen:

1. The undersigned being a company doing business under the name and address of _____ and being duly incorporated under the laws of _____ having carefully examined the Bidding Documents, for the Bid No. _____ comprising of _____ and also including the following addenda:

Addendum No. _____ dated _____ for the supply of _____ do hereby accept and agree to the same forming part and parcel of the contract, do hereby offer to supply the above named work for _____ or such other sum as may be ascertained in accordance with the said conditions of the Contract, and the rates currency components and prices set forth in the schedule of prices appended hereto.
2. Should this Bid be accepted by you we agree;
 - a) To send the contract form duly signed provided in bidding documents, incorporating all agreements between the parties within thirty (30) days of the receipt of Letter of Intent of this bid.
 - b) To furnish a Performance Security in the form of a Bank Guarantee from _____

(Name, Branch & Address of Bank/Insurance Company) to be jointly and severally bound with us in an amount of 5% of the above named sum or increased amount in accordance with the Conditions of Contract.

OR
To deposit WAPDA Bonds in an amount of 5% percent of the above-named sum in _____ (Name, Branch, Address of Bank) (acceptable to you) and furnish Bank Receipt alongwith Letter of Undertaking from the Bank in accordance with the conditions of Contract.
3. We agree that this Bid shall remain valid for a period of _____ days from the date set for opening of Bids, and may be accepted by you at any time before the expiration of such period.
4. Until a formal Agreement it is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive, and that you will not defray any expenses incurred by us in bidding.
6. As security for the due performance of the undertakings and obligations of this bid, we submit herewith a Bid Security in the amount of Pakistani Rs./US\$/Currency _____ of bidder _____ Rs./US\$/Currency of bidder _____ drawn in your favor or

made payable to you..

7. We understand that all Appendices attached hereto form part of this bid.
8. We undertake that we will not indulge in any illegitimate business practice. A certificate/declaration to this effect is attached herewith.
9. Signed this _____ day of _____ 2026 being duly authorized for and on behalf of _____ .

Signature _____

Name _____

Office held _____

(Seal)

Witnessed by _____

Name _____

Address _____

Occupation _____

(Seal)

2. BID SECURITY FORM

Security Executed on _____ Name of Surety with Address
 _____ (Not other than a scheduled Bank in Pakistan) Name of Principal
 (Supplier) with address _____
 _____ Penal sum of Security
 _____ (express in words and
 figures) _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto the Pakistan Sukkur Electric Supply Company) "SEPCO" (hereinafter called the Purchaser) in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Tender No. _____ for the procurement of _____ for the said Authority; and

WHEREAS, the Authority has required as a condition for considering said Bid that the Bidder deposits with the Authority either a certified cheque or cheques or cashier's cheque or cheques, or banker's draft or deposit WAPDA Bonds with the specified Bank equivalent to not less than _____ (_____) or in lieu thereof furnish a Bid Security in like amount from a Schedule Bank of Pakistan or in case of foreign bank which has been determined by the Bidder, to be acceptable to the Authority.

1. That the Bid Security of unsuccessful Bidder will be returned by SEPCO after expiry of its validity or upon awarding of tender.
2. That in event of failure of the successful Bidder to execute the proposed Contract for such work and furnish the required Performance Guarantee, the entire said sum will be paid immediately to Sukkur Electric Power Company "SEPCO" as liquidated damages and not as penalty for the successful bidder failure to perform.

NOW THEREFORE, if the successful Supplier shall, within the period specified therefore, on the prescribed form presented to him for signatures enter into a formal contract with the said Authority in accordance with his Bid as accepted and furnish within thirty (30) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required upon the form prescribed by the said Authority for the faithful performance and the proper fulfillment of said Contract or in the event of withdrawal of said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Authority the sum of _____ (_____) upon first written demand of the Authority (without cavil or argument) notice of which shall be sent by the Authority by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Authority shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection. The sum of _____ upon demand from the Authority forthwith and without any reference to the Principal (Bidder) or any other person.

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

WITNESS

SURETY

1. _____

1. Signature _____

2. _____
(Corporate Secretary Seal)

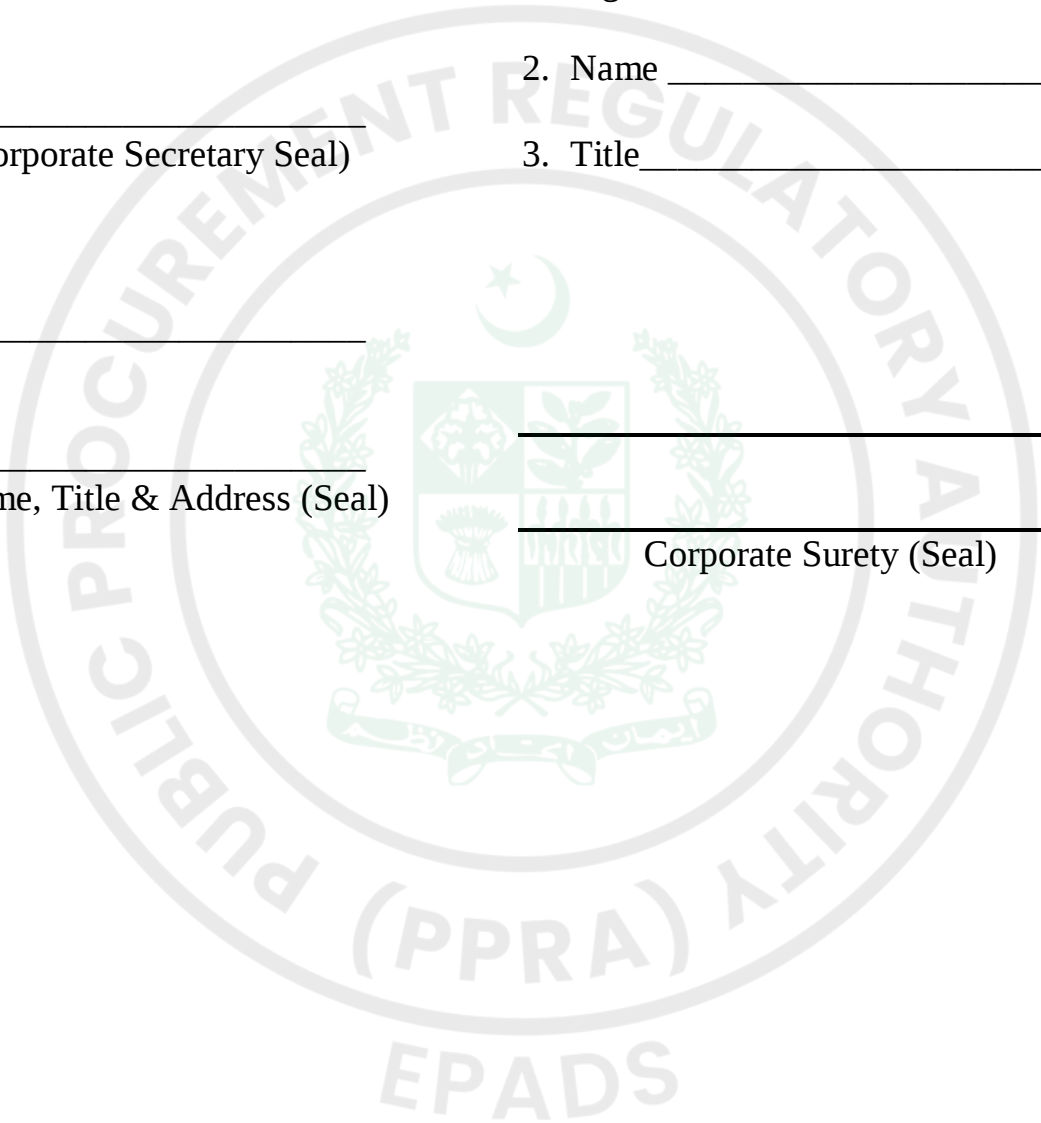
2. Name _____

3. Title _____

3. _____

4. _____
Name, Title & Address (Seal)

Corporate Surety (Seal)



3. PERFORMANCE SECURITY FORM

Guarantee executed on _____

Name of Surety with Address _____

Name of Principal (Contractor) with Address _____

Notification of Award No. _____ Date _____

Penal sum of (express in words and figures) _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid Documents and above said Notification of Award (hereinafter called the Documents) and at the request of the said Principal (Contractor) we, the surety above named, are held and firmly bound unto the Pakistan Sukkur Electric Power Company "SEPCO" (hereinafter called the "Purchaser") in the panel sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors jointly and severally, firmly by these presents;

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal (Contractor) has accepted the Authority's above said Notification of Award for the _____
_____ and hereto attached.

NOW, THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, which notice is hereby, waived and during the life of any guarantee required under the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the Contract and any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Warranty Clause of Conditions of Contract of Bid Documents are fulfilled. Our total liability under this Guarantee is limited to a sum of _____
_____ and it is a condition of any liability attaching to us under this Guarantee that a claim in writing shall be received by us within the validity period of this Guarantee, that is, before _____ failing which we shall be discharged of our liability, if any, under this Guarantee.

We (Surety) do hereby irrevocably and independently guarantee to pay to the Authority, (without cavil or arguments) without delay upon the Authority's first written demand the panel sum stated above against the Authority's written declaration that the Principal

4. CERTIFICATE / DECLARATION

REGARDING NOT INDULGING IN ILLEGITIMATE BUSINESS PRACTICES

_____ [the Seller/Supplier] hereby declares its intention not to obtain or include the procurement of any contract, interest, privilege or other obligation or benefit from Government of Pakistan / SEPCO or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP/SEPCO) through any corrupt business practice.

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

_____ [The Seller/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/SEPCO and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GOP/SEPCO in this regard, [the Seller/Supplier] agrees to indemnify GOP/ SEPCO for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP/ SEPCO in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee on kickback given by [the Seller/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/ SEPCO.

Signature _____

Name _____

Office held _____
(seal)

Witnessed by _____

Name _____

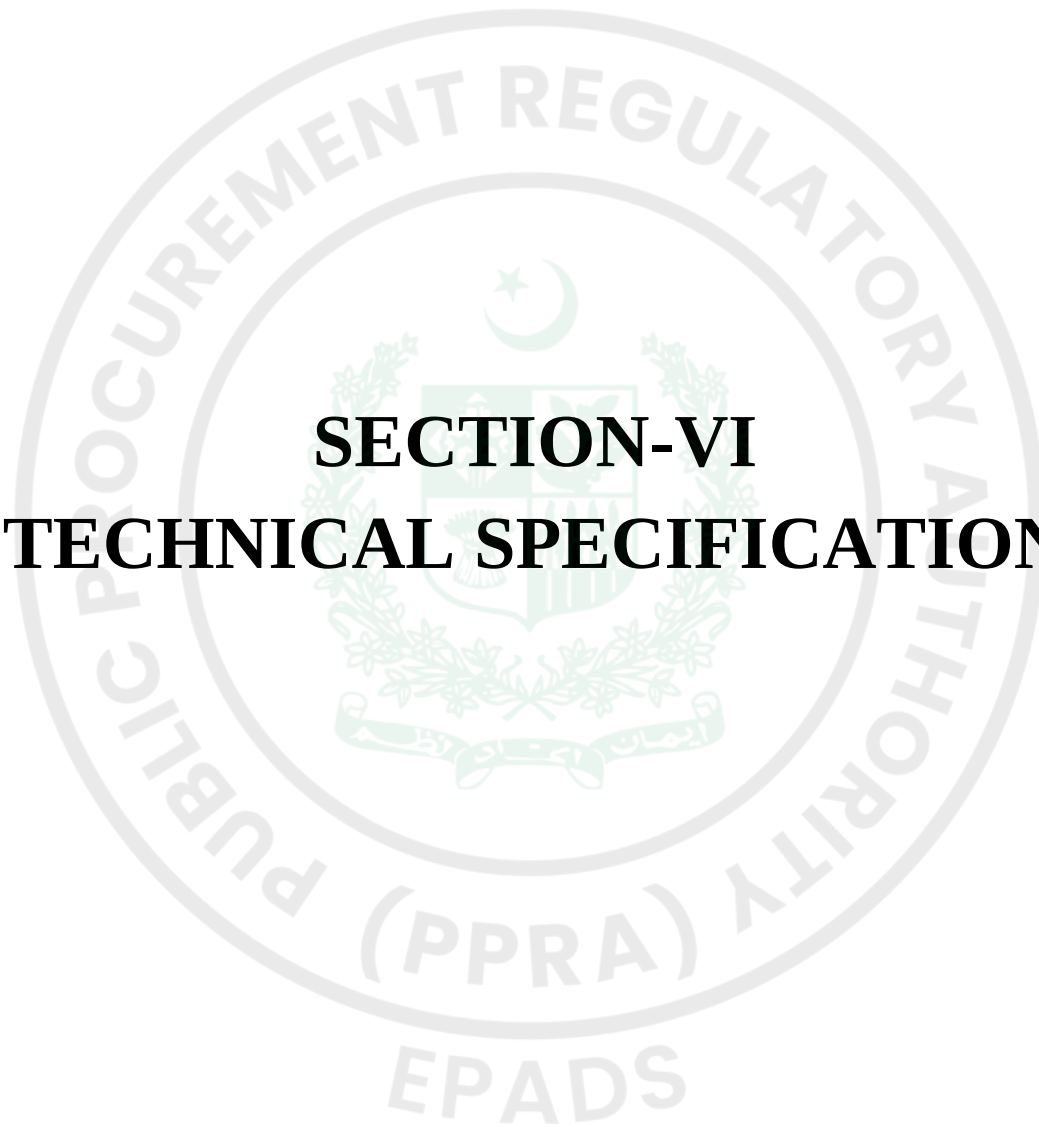
Address _____

Occupation _____

(seal)

TENDER NO: NCB-S-21/2026

SECTION-VI
TECHNICAL SPECIFICATION



TECHNICAL SPECIFICATION

1. **General**
 - 1.1. All design, equipments, material and workmanship shall comply with and be tested in accordance with requirements of the specifications, equipments or parts which are not covered by the specification, shall comply with rules, codes and regulations of the International Electro-technical commission or approved National Standardizing bodies.
 - 1.2. The general intent of these specifications is to require the supply of equipment and materials equal or superior to those actually described herein. Unless otherwise stated, reference to the brand or manufacture, design, character or quality of the equipment and materials desired and shall not be interpreted as eliminating other equipment and materials of equal performance, quality and durability
 - 1.3. All questions arising as to the acceptability or otherwise of the equipment and materials offered shall be decided by the Engineer whose decision shall be final
2. **Technical Specification**
 - 2.1. All the goods, the quantities of which are defined in schedule of prices for main equipment, shall be of the material in accordance with the drawings and technical specifications appended hereto
 - 2.2. Goods and material specified in the technical specification must comply with standards cited or other recognized standard, which ensure an equal or higher quality than the standards mention.
3. **Drawings and Technical Data**
 - 3.1. The Supplier / Manufacturer shall submit to Engineer under intimation to the purchaser within 15 days of the issuance of the Letter of Intent, for approval of the Engineer, four (4) copies of all drawings, technical literature, data, operation and maintenance instruction books and / or manuals required under the specification and such other documents as are required in the Technical Specification or other provisions of the bidding documents or if he deems necessary, require changes or modifications to be made therein, he shall return two copies to the supplier marked **“Approved” “Approved as Noted” or “Returned for Correction”**. Each drawing which is noted **“Returned for Correction”** shall be resubmitted to the Engineer after corrections.
 - 3.2. The Supplier / Manufacturer shall allow 30 days for the Engineer’s approval of drawings in his schedule of work and in the time allowed for completion of the contract time required for approval of drawings due to deficiencies in design or errors in submitted drawings shall be the responsibility of the Supplier / Manufacturer and no extension in time will be allowed on his account. Delays in obtaining approval caused by the Engineer beyond 30 days will entitle the supplier to extension of time.
 - 3.3. Approval by the Engineer does not in any way relieve the Supplier / Manufacturer of his responsibility to do the work in accordance with the Contract
 - 3.4. The Supplier / Manufacturer shall be responsible for any discrepancies, errors or omissions in any drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer or not.
 - 3.5. All Drawings and documents furnished by the supplier in accordance with the contract shall become the property of the Purchaser.
4. **Language**
 - 4.1. All correspondence, literature, drawings, nameplates, diagrams,

applicable data, equipment details, instructions and maintenance books and manuals, spare parts books and descriptive data shall be in **ENGLISH** language.

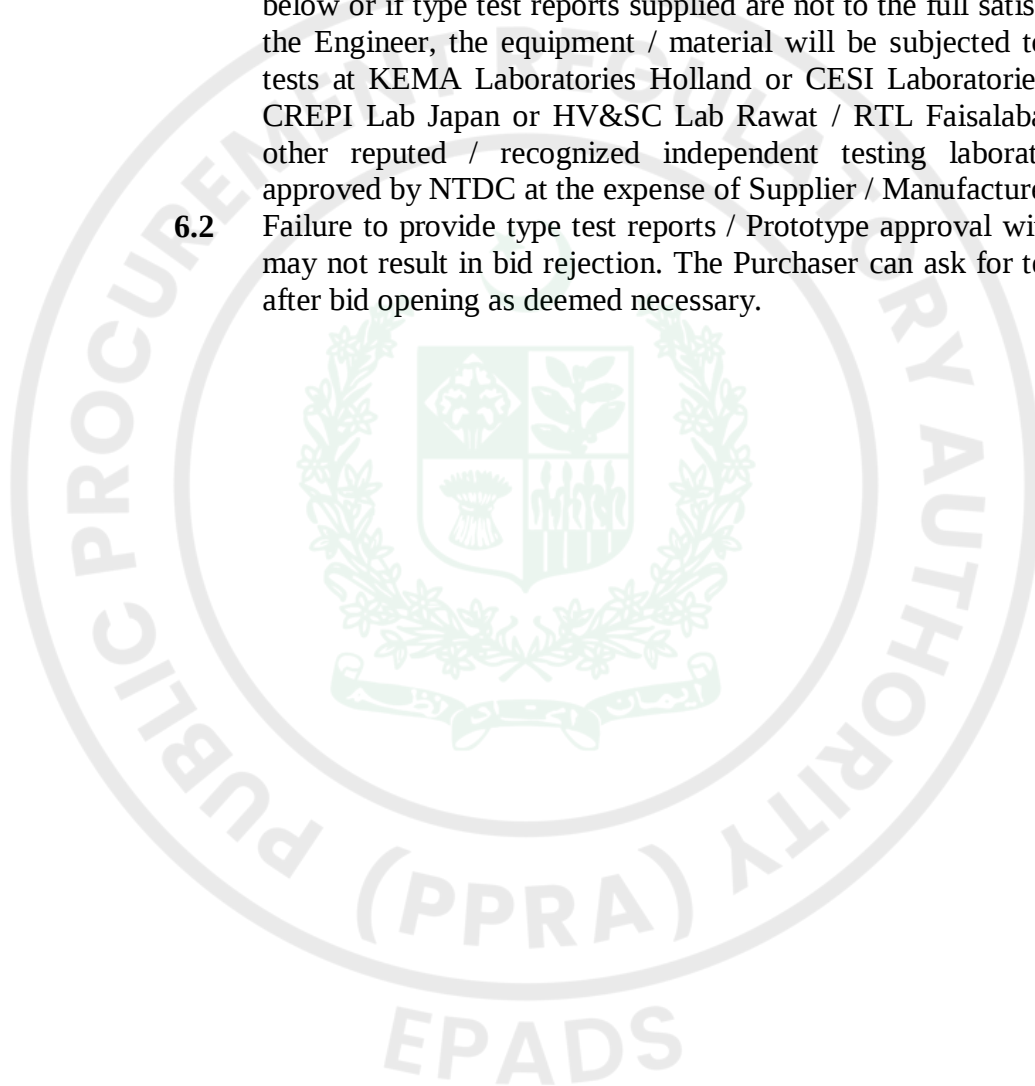
5. Units of Measurement

5.1 All dimensions and units given by the Supplier / Manufacturer in the bid with its associated drawings and the Approval Drawings as submitted by the Supplier / Manufacturer shall be in metric system and all reference to weights, measurement and quantities shall be in metric units.

6. Type Test

6.1 The Supplier / Manufacturer shall supply valid type test reports / Prototype approval for the tendered material (if applicable). In case of non-submission of type test reports from the laboratories specified below or if type test reports supplied are not to the full satisfaction of the Engineer, the equipment / material will be subjected to all type tests at KEMA Laboratories Holland or CESI Laboratories Italy or CREPI Lab Japan or HV&SC Lab Rawat / RTL Faisalabad or any other reputed / recognized independent testing laboratory duly approved by NTDC at the expense of Supplier / Manufacturer.

6.2 Failure to provide type test reports / Prototype approval with the bid may not result in bid rejection. The Purchaser can ask for test results after bid opening as deemed necessary.



TENDER NO: NCB-S-21/2026

SECTION-VII

**NTDC SPECIFICATION APPLICABLE TO
MATERIAL IN THIS TENDER IS AS UNDER:**

As per NTDC Specification amended to date

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.