

Standard Bidding Document

TENDER NO 1407/26 PROCUREMENT OF 11 KV PINS (STEEL
CROSS)
(Goods)

National

Single Stage-One Envelope



September 24, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Material Management Directorate/Department (Sukkur Power Electric Company (SEPCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Material Management Directorate/Department (Sukkur Power Electric Company (SEPCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**TENDER NO 1407/26 PROCUREMENT OF 11 KV PINS (STEEL CROSS)**" with the reference of "**P127963**"
2. The **Material Management Directorate/Department (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 **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/127963>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Wednesday, October 14, 2026 10:30 AM**. E-bids will be opened using

EPADS v2.0 on the same day at **Wednesday, October 14, 2026 01:00 PM**

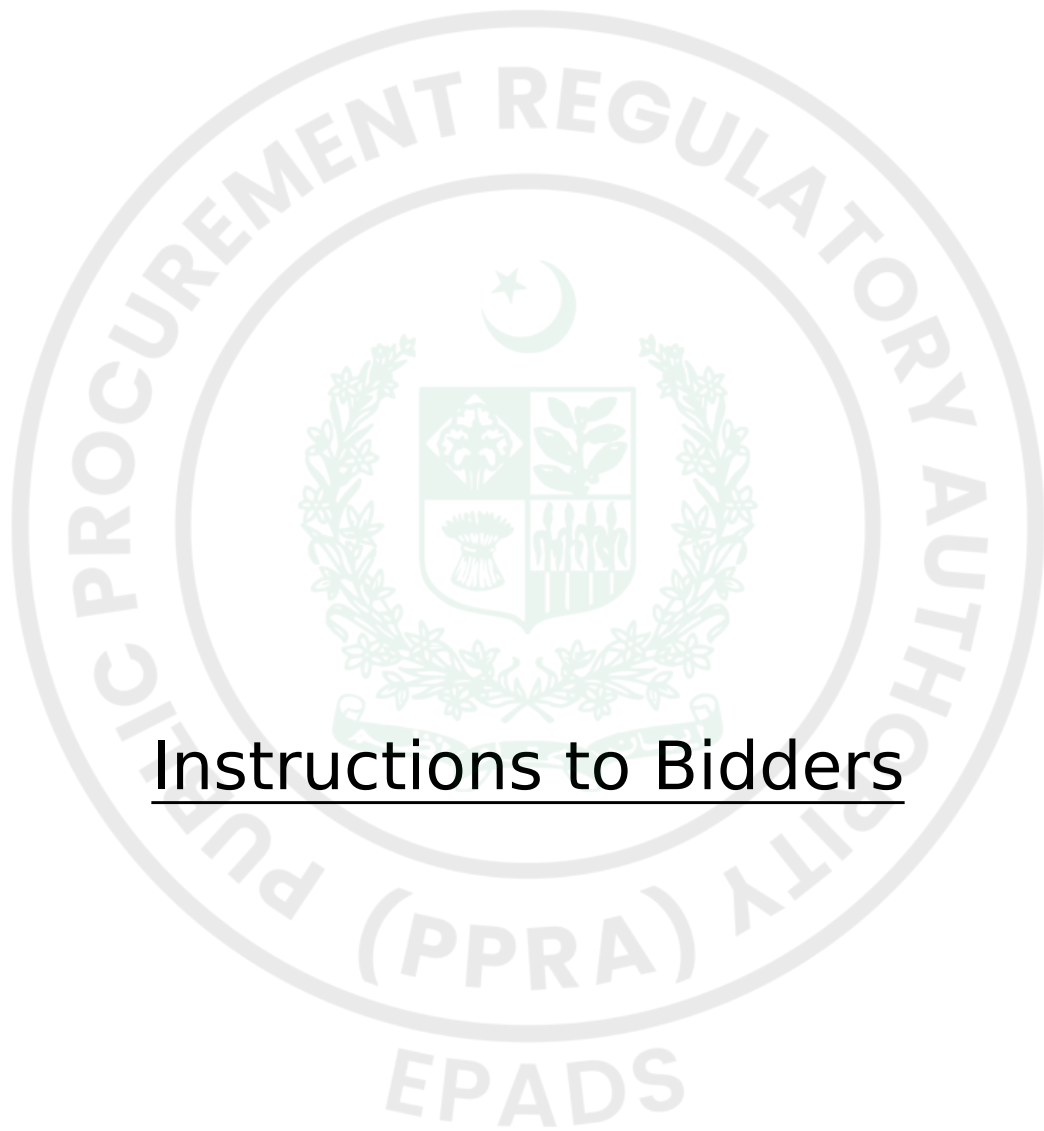
. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

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.

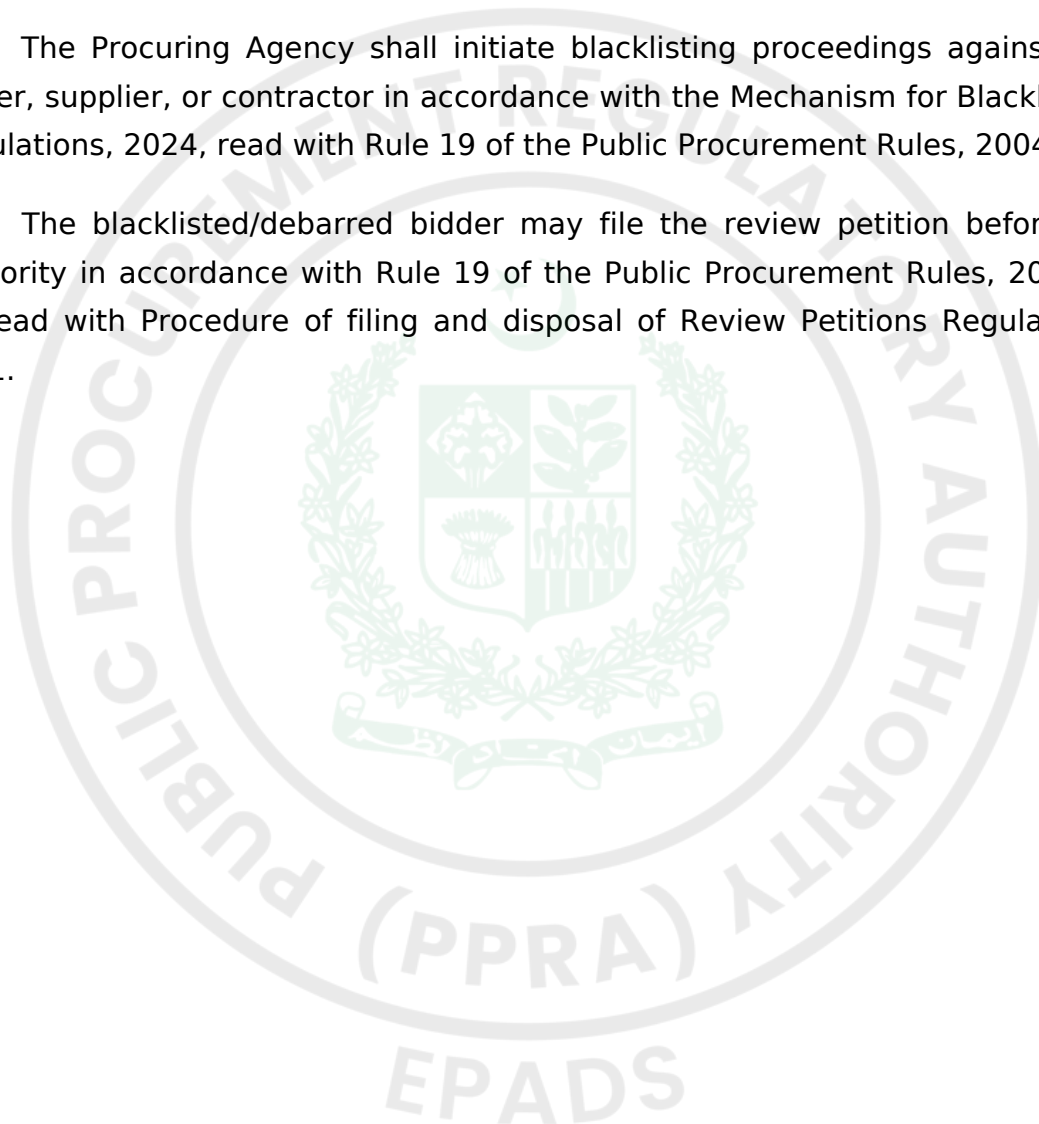
40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal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

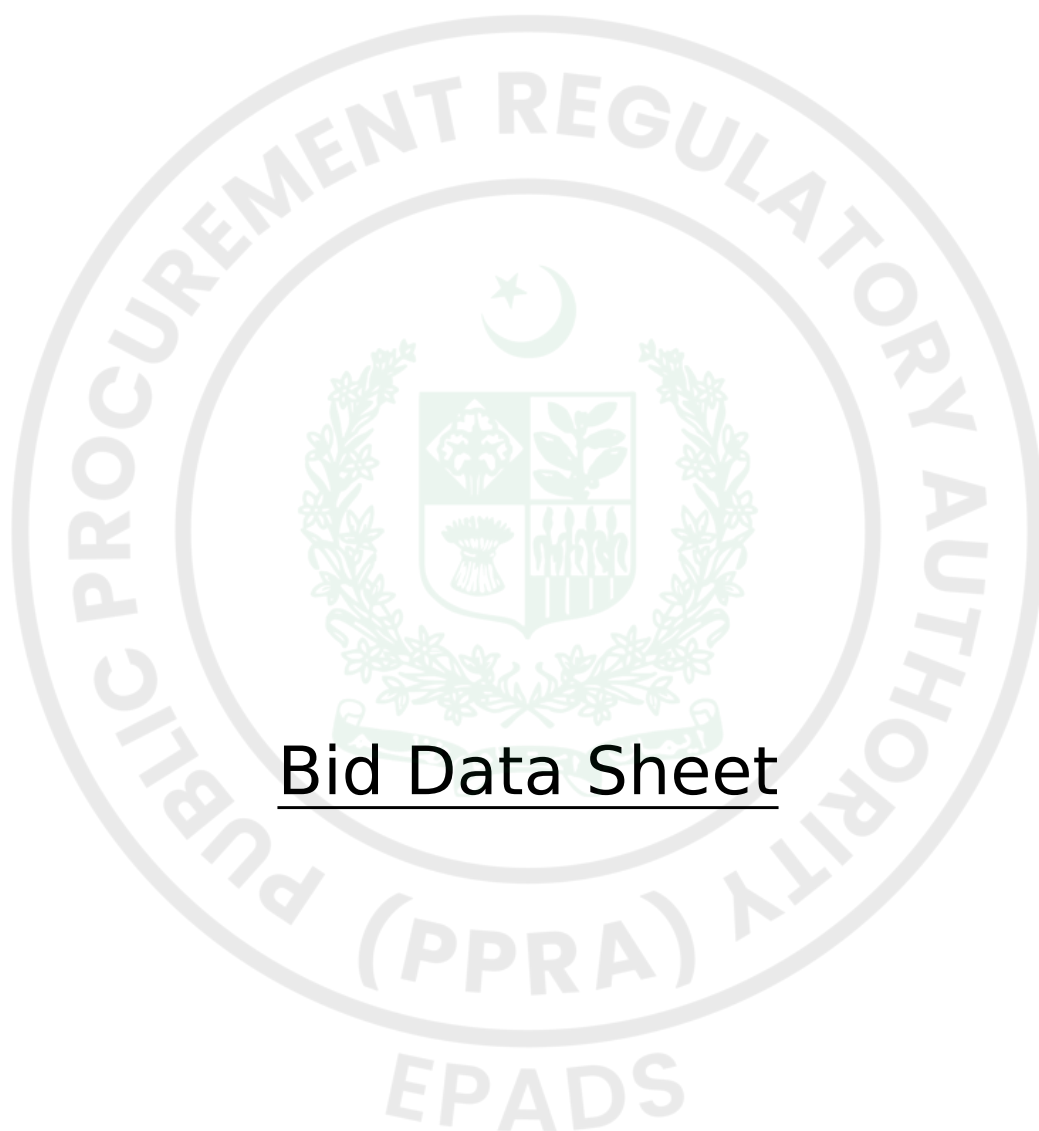
G. Mechanism of Blacklisting

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: **Material Management Directorate/Department (Sukkur Power Electric Company (SEPCO))**

The subject of procurement is: **TENDER NO 1407/26 PROCUREMENT OF 11 KV PINS (STEEL CROSS)**

Expected commencement date: **Monday, October 26, 2026**

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: **P127963**

BDS Clause Number 3

ITB Clause Number 3.1

JV/Consortium or Association Allowed: **Yes**

Number of JV/Consortium Members: **3**

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: Wednesday, October 7, 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:

1. Bid Form: Duly filled, signed and stamped Bid Form.
2. Tax Registration: Valid NTN and Sales Tax Registration Certificates.(SECP Registration in case of Company, in case of partnership firm required registration certificate from registrar of firms (where applicable)
3. FBR ATL: Valid FBR Active Taxpayer List (ATL) status.
4. Prequalification: Valid Prequalification/Registration Certificate. (Where applicable)
5. Prototype Approval: Valid Prototype Approval Certificate, where applicable.
6. Similar Experience: Evidence of similar supplies with relevant POs/Performance Certificates.
7. New Entrant: Required documents Educational Order, Satisfactory Performance certificate for new entrants, where applicable.
8. Technical Compliance: Technical Compliance Statement and complete technical data of offered material.
9. Manufacturer Authorization: Manufacturer's Authorization, where applicable.
10. Power of Attorney: Valid Power of Attorney/Authorized Signatory documents.
11. Bid Security: Bid Security as prescribed in the Bidding Documents.
12. Financial Capacity: Audited Financial Statements/Financial Capacity documents.

13. Integrity Pact: Integrity Pact/Declaration regarding fees, commission and brokerage.

14. The bidder shall submit Annexure-B, duly filled in, signed, stamped, and notarized on the prescribed stamp paper, as provided in the bidding documents.

15. Other Documents: Any other mandatory document specified in the Bidding Documents.

BDS Clause Number 6

ITB Number 11.1

Items/Lots and therrre 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: **100 Days**

BDS Clause Number 11

ITB Number 18.1

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

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

D. Submission of Bids

BDS Clause Number 12

ITB Number 20.1

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

SEPCO Head Office, Admin Block, Old Thermal Power Station, 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: **Wednesday, October 14, 2026 10:30 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13

ITB Number 23.1

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

Day : **Wednesday**

Date: **Wednesday, October 14, 2026**

Time : **01:00 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)	SECP
Company (Public Limited)	Registrar of Firms
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
The Bidder shall be a Pre-Qualified / Registered Supplier / Manufacturer with WAPDA / PPMC / NTDC / DISCOs in the M13 category for the quoted 11 KV PINS (STEEL CROSS) and shall hold registration/prequalification as applicable. Failure to provide valid supporting documents shall render the bid non-responsive.	Yes

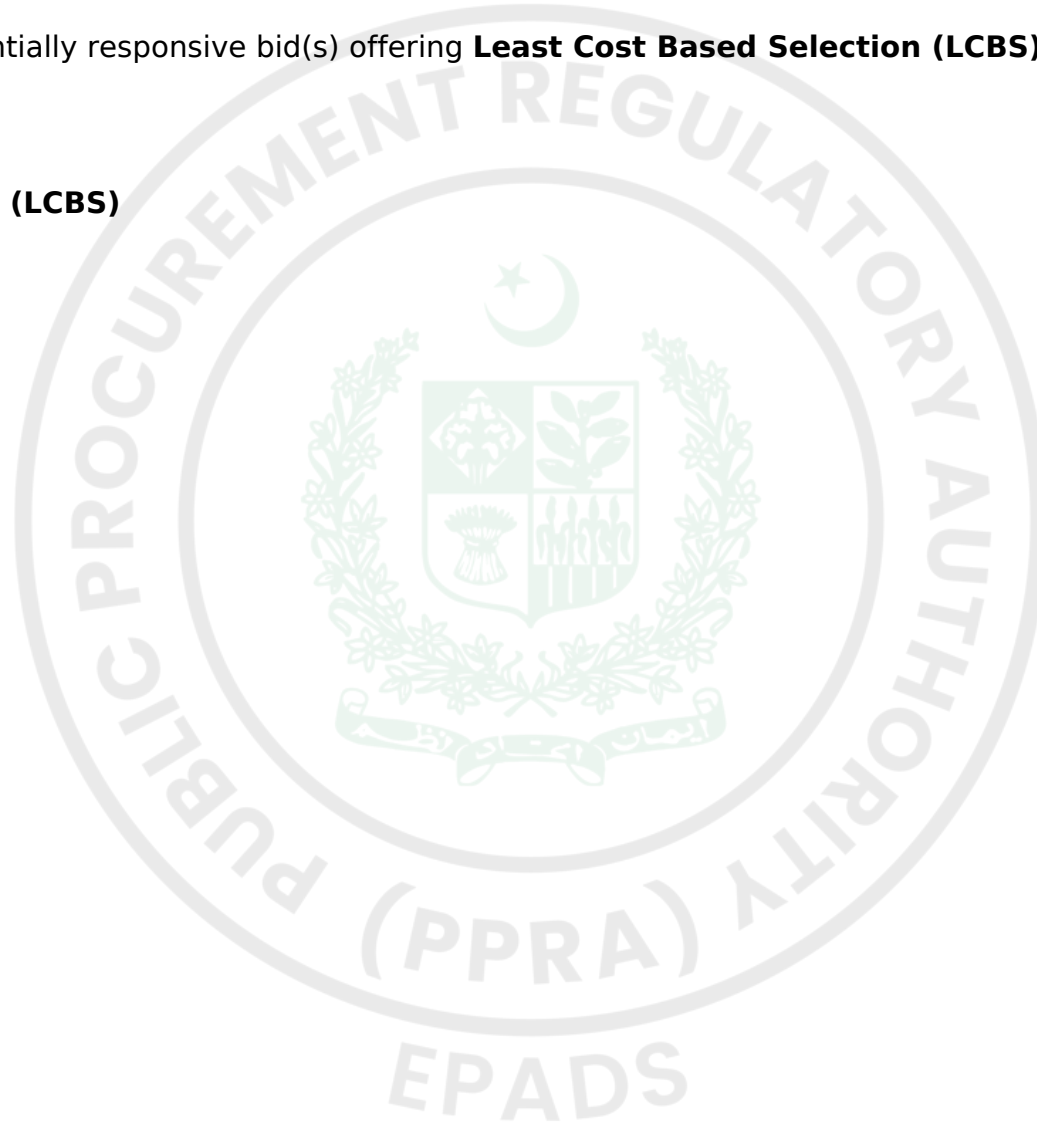
The bidder shall possess valid Prototype Approval for quoted 11 KV PINS (STEEL CROSS) from NTDC/PPMC/NGC, as applicable, within the last three years. If unavailable, the successful bidder shall obtain approval before mass production at their own cost. Approval delays shall not extend delivery time.	Yes
The Bidder shall submit audited financial and bank statements for the last three (03) years, including Balance Sheet with notes, Profit & Loss Account and Cash Flow Statements. The financial capacity demonstrated through the submitted statements shall comply with the financial qualification requirement specified in the bidding documents.	Yes
The bidder shall be registered with FBR for Income Tax and Sales Tax and shall be an active taxpayer on the FBR Active Taxpayers List (ATL). The bidder shall also submit the following valid registration documents, as applicable: i. Partnership Firm: Registration Certificate issued by the Registrar of Firms. ii. Company: Certificate of Incorporation issued by SECP. iii. Sole Proprietorship: Valid FBR registration and applicable business registration documents.	Yes
The Bidder/Manufacturer shall have successfully completed at least two (02) contracts as the main supplier of 11 KV PINS (STEEL CROSS) during the last five (05) years. Copies of Purchase Orders and Completion Certificates shall be submitted as evidence. The cumulative quantity supplied under these contracts shall be equal to or greater than the quantity specified in the subject contract. In case of a (JV), all partners shall collectively meet the prescribed experience.	Yes
The Bidder shall submit documentary evidence of previous supplies of the 11 KV PINS (STEEL CROSS) to SEPCO/DISCOs/PPMC/K-Electric or other relevant power utilities, including copies of Purchase Orders/LOIs and Performance/Completion Certificates, along with the prescribed performance proforma.	Yes
In case of a New Entrant, the Bidder shall submit a copy of an educational/regular Purchase Order issued by any DISCO along with evidence of completion and satisfactory performance of the supplied material in accordance with the specifications/instructions/guidelines issued by Chief Engineer (D&S), NTDC/PPMC Lahore vide Letter No. 3187-97 dated 20.10.2015. Failure to provide the required evidence shall render the Bid non-responsive.	Yes

The Manufacturer shall submit details of its manufacturing capacity and current orders in hand. The manufacturing capacity of the Bidder/Manufacturer shall be adequate to execute the subject order in addition to its existing commitments.	Yes
The Bidder shall submit complete technical details, technical schedule, drawings and relevant technical literature of the offered Structures , demonstrating compliance with WAPDA/PPMC/NTDC/SEPCO Specification P-24:82 (Amended to Date) and applicable relevant IEC Standards.	Yes
The Bidder shall submit a duly filled, signed and stamped Form of Bid in the prescribed format provided in the bidding documents.	Yes
The Bidder shall submit an item-wise Technical Compliance Statement against the specified requirements of the bidding documents. Any deviation from the prescribed technical specifications shall be clearly identified in the Schedule of Technical Deviations. Material deviations shall render the Bid non-responsive.	Yes
The Bidder shall submit the prescribed fix Bid Security in PKR in favour of the Chief Executive Officer (CEO), SEPCO, in the form of Pay Order, Banker's Cheque, Call Deposit, Demand Draft or Bank Guarantee issued by a Scheduled Bank in Pakistan. Bid Securing Declaration shall not be acceptable. The Bid Security shall remain valid for 28 days beyond the Bid Validity Period of 100 days.	Yes
The Bidder shall submit the prescribed Integrity Pact/Declaration regarding Fees, Commission, Brokerage and other payments, where applicable, in accordance with the bidding documents and applicable PPRA requirements.	Yes
The bidder shall submit duly filled, signed, stamped, and notarized Annexure-B on Rs. 500/- or above non-judicial e-stamp paper, confirming acceptance of tender conditions, non-blacklisting, legal compliance, P-24:82 conformity, warranty obligations, and retention of bid security for the 2nd Lowest Responsive Bidder until tender finalization. Non-submission shall render the bid non-responsive.	Yes

Evaluation Criteria

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

Least Cost Based Selection (LCBS)



Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Manufacturer / Dealer Authorization	Warranty
11 KV PINS (STEEL CROSS)	Utility pole crossarm	Address: ON FCS Basis at Regional Store Rohri & Larkana Schedule: 100% Within 90 days or earlier. Quantity: 30000/Qty	30000/Qty	556200 PKR	Manufacturer Authorization form	12 Months

Related Services of Goods:

No



Items/Lot Specification

Items Without Lots :

Item: 11 KV PINS (STEEL CROSS)

UNSPSC: Utility pole crossarm

Specifications / Requirementss:

Technical Specifications 11 KV PINS (STEEL CROSS) as per NTDC Specification P-24:82 (amended to date) Copy attached in Annexure Sections.

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: Material Management Directorate/Department (Sukkur Power Electric Company (SEPCO)), Manager Material Management SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).

The Supplier is:

The title of the subject procurement is: TENDER NO 1407/26 PROCUREMENT OF 11 KV PINS (STEEL CROSS)

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:

Material Management Directorate/Department (Sukkur Power Electric Company (SEPCO)), Manager Material Management
SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).
+92-306-377-5784
arif.bhutto@sepco.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:

Material Management Directorate/Department (Sukkur Power Electric Company (SEPCO)), Manager
Material Management
SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur
(Division), Sindh (Province).
+92-306-377-5784
arif.bhutto@sepcos.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, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

Number of GC Clause 32

Payment terms:

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

Number of GC Clause 33

Currency of Payment:

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

Number of GC Clause 34

Identifying Defects:

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

Inspections & Tests Requirements

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

B. The joint inspection shall be carried out at the manufacturer's/supplier's premises by the Chief Engineering (MI) PPMC Lahore or his authorized representative alongwith SEPCO Senior Engineer / Representative. Notice in writing shall have to be given to the office of Chief Engineer PPMC and Manager Material Management SEPCO simultaneously by the manufacturer/supplier when the store against the order is ready for inspection.

B.(i):The inspection call shall be effective when delivered to SEPCO or Chief Engineer (MI) PPMC Lahore, whichever is later. The manufacturer/Supplier shall have to deposit Inspection Fee @ 0.5% of the cost of material on order while offering material for inspection in the Account of Chief Engineer (MI) PPMC.

b.(ii):All expenses of Inspector(s) of SEPCO shall be borne by the Tenderer including Boarding/ Lodging, Daily Allowance etc.

Stage inspection may be carried out, if necessary.C. All reasonable facilities as provided in the specification or followed by the industry or trade, in general, shall have to be accorded to the inspecting officers at your expense for carrying out the inspection. The Inspecting Officer may reject a part or the whole of the consignment tendered for inspection.

C.(i): if after inspection, such portion thereof as he may decide, on his discretion, he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order

D. The decision of the Inspecting Officer shall be binding on the supplier. If the stores are rejected as aforesaid, then without prejudice to the right of the Purchaser, the supplier may submit stores in replacement of those rejected but resubmission will not mean the extension of the delivery period.

On final rejection, the purchaser shall have the following rights: E. To purchase the rejected goods at the supplier's cost and expense.

G. To take action as per PPRA Rules.

H. SEPCO reserves the right to re-inspect, re-test (at its own expense) and, where necessary, reject the Goods after the arrival at the final destination. This shall in no way be limited to or eased because of the Goods having previously been inspected, tested and passed by SEPCO or its representative prior to the Goods' shipment. The decision of SEPCO based on the reports of re-inspection and/or re-testing shall be binding on the manufacturer/supplier.

I. VISUAL INSPECTION: Visual Inspection shall be carried out by SEPCO Material Inspection Committee and will highlight and communicate any defect found at time of visual inspection to this office as well as to the supplier. The concerned Deputy Manager Regional Store SEPCO shall be issued GRN after issuance of Verification Certificate in accordance with Material Quality and as per Specification / Standard by SEPCO Material Inspection Committee.

The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification. The word "Sukkur Electric Power Company" or SEPCO with PO / Rate Contract No & year of manufacturing/New Distribution TF's together with other essential markings as per the Specification shall be provided.

Delivery & Documents

The Goods shall be supplied on FCS basis (Free Consignee Stores) (at Regional Store Rohri/ Larkana) including free lifting and delivery.

i. one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

ii. delivery note, railway receipt, or truck receipt;

iii. Contractor or Supplier's warranty certificate; The warranty period shall be for a period of 12 months from the date of completion of supply.

iv. The bidder shall certify that prime material has been used in manufacturing the Goods. If scrap/used material or any manufacturing, design, or inherent defect is detected, the supplier shall replace the affected Goods free of cost with defect-free Goods. Replaced Goods shall undergo inspection as per the Technical

Specifications and Contract requirements.

v. Final Inspection Certificate issued by the Chief Engineer (MI), PPMC, or his authorized representative, along with the SEPCO Senior Engineer. The above documents shall be received by SEPCO before the arrival of the Goods. In case of non-receipt, the Supplier shall be responsible for all consequential expenses.

The Insurance shall be in an amount equal to 110 percent of the FCS value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.

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.: **P127963**

To: **Material Management Directorate/Department (Sukkur Power Electric Company (SEPCO)), Manager Material Managemnet SEPCO Head Office, Admin Block, Old Thermal Power Station, 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 **Material Management Directorate/Department (Sukkur Power Electric Company (SEPCO)), Manager Material Managemnet SEPCO Head Office, Admin Block, Old Thermal Power Station, 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., **TENDER NO 1407/26 PROCUREMENT OF 11 KV PINS (STEEL CROSS) (P127963)** 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.

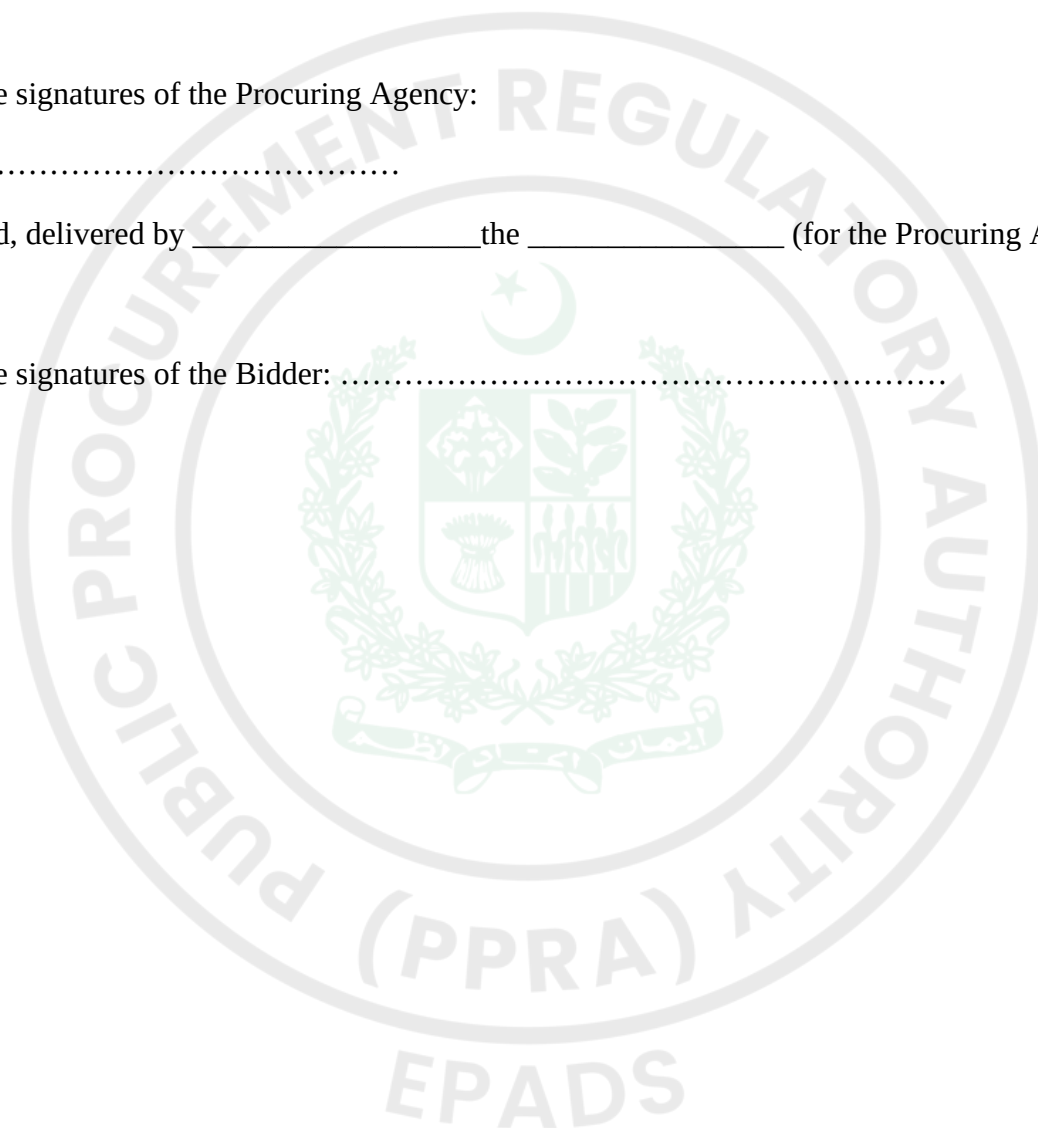
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

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: **Material Management Directorate/Department (Sukkur Power Electric Company (SEPCO)), Manager Material Managemnet SEPCO Head Office, Admin Block, Old Thermal Power Station, 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]*

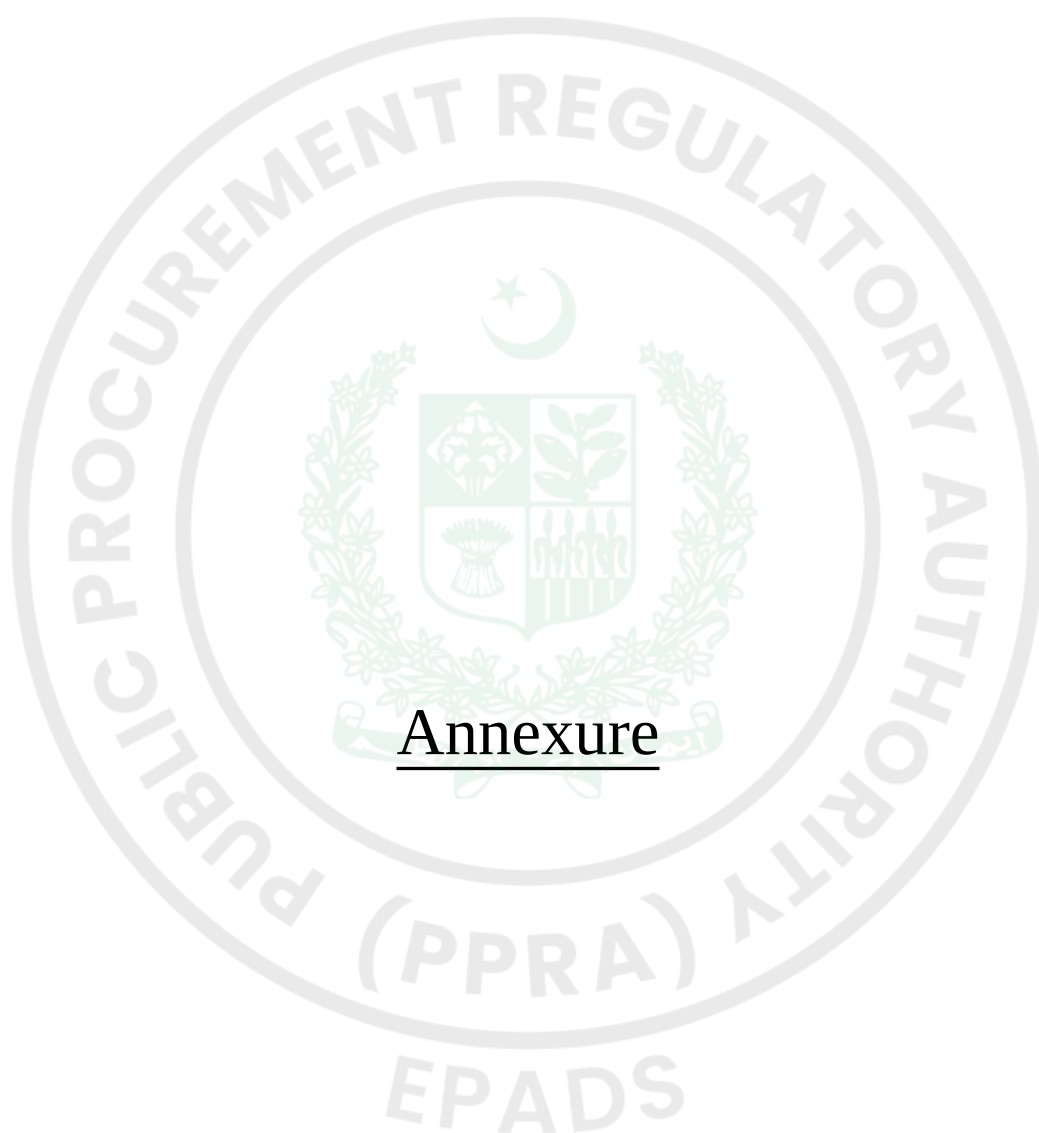
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

BID DATA SHEET (BDS)

Information (Read-Only)

See Form Under Additional Forms and Documents: **BID DATA SHEET (BDS)** (page number: 71)

SCHEDULE OF REQUIREMENTS & TECHNICAL DATA

Information (Read-Only)

See Form Under Additional Forms and Documents: **SCHEDULE OF REQUIREMENTS & TECHNICAL DATA** (page number: 76)

PRICE SCHEDULE Or BOQ

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **PRICE SCHEDULE Or BOQ** (page number: 77)

FORM OF BID & AFFIDAVIT UNDERTAKING

The Bidder must fill, sign, stamp, and upload the Form of Bid and Affidavit/Undertaking. Failure to submit shall render the bid non-responsive.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **FORM OF BID & AFFIDAVIT UNDERTAKING** (page number: 78)

STANDARD FORMS ANNEXURES

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **STANDARD FORMS ANNEXURES** (page number: 80)

GCC AND SSC OF THE CONTRACT

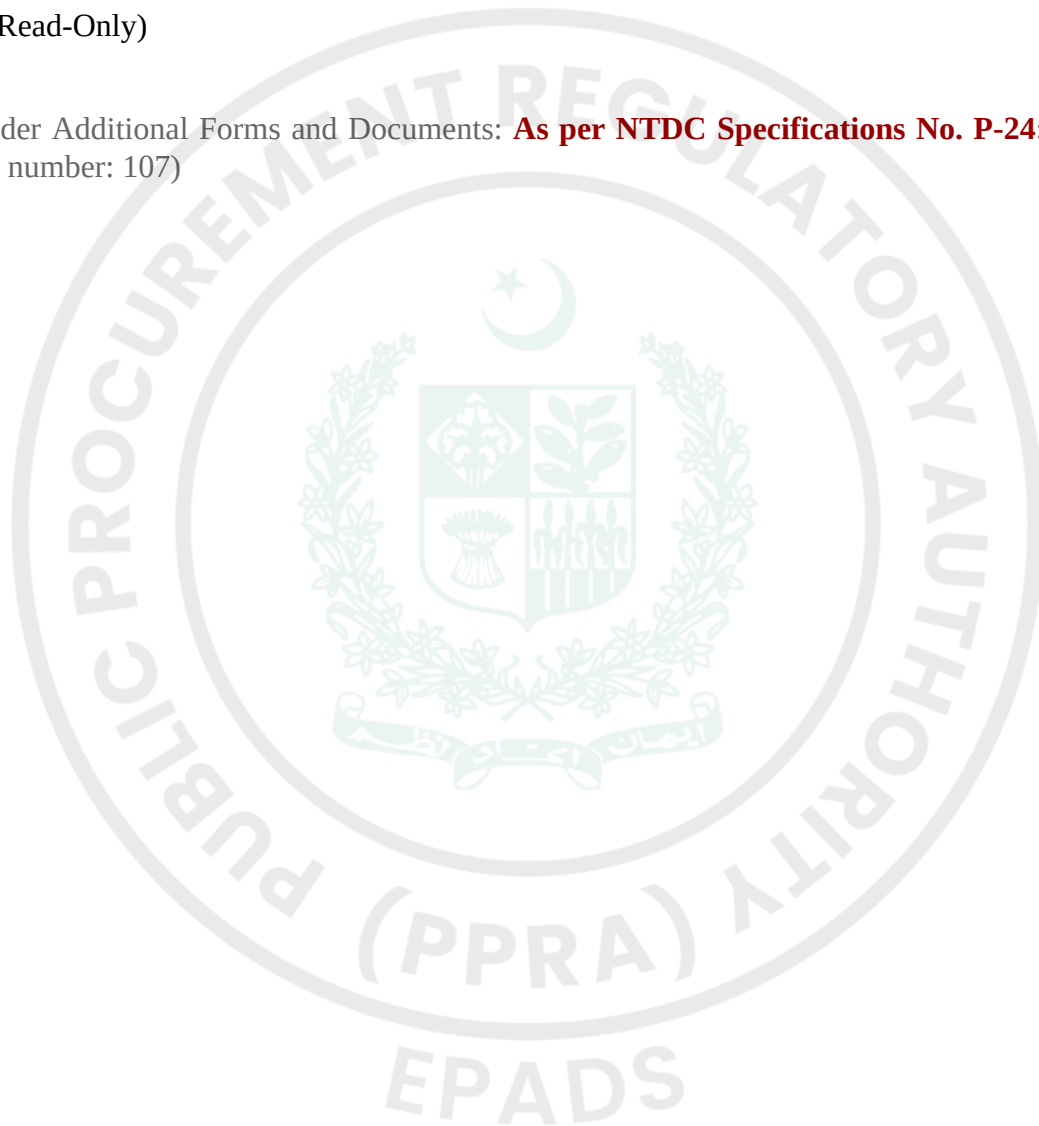
Information (Read-Only)

See Form Under Additional Forms and Documents: **GCC AND SSC OF THE CONTRACT** (page number: 91)

As per NTDC Specifications No. P-24:82 (Amended todate)

Information (Read-Only)

See Form Under Additional Forms and Documents: **As per NTDC Specifications No. P-24:82 (Amended todate)** (page number: 107)





Procurement Forms

Past Experience and Completed Contracts

The Bidder/Manufacturer shall have successfully completed, as the main supplier, at least two (02) contracts for the supply of 11 KV PINS (STEEL CROSS), supported to attached copy of Contract Award/Purchase Orders and satisfactory Completion/Performance Certificates.

In case of a Joint Venture (JV), the required experience may be demonstrated collectively by all JV partners, and the JV as a whole shall meet the above-mentioned experience requirements.

In case of a New Entrant, the Bidder shall submit copies of Educational/Regular Purchase Orders issued by any DISCO for supply of 11 KV PINS (STEEL CROSS), along with satisfactory Completion/Performance Certificates, demonstrating successful supply and performance in accordance with the applicable NTDC/WAPDA/PPMC/DISCO specifications, instructions and guidelines. Failure to provide the required evidence shall render the Bid non-responsive.

The bidder shall duly fill in and submit the Firm Performance Proforma, as provided in the Annexure of the bidding documents, containing details of previous Purchase Orders (POs), including PO number and date, description of material supplied, quantity, delivery schedule, actual delivery date, and whether the material was delivered within the stipulated delivery period or delayed. The bidder shall provide complete and accurate information, duly supported by relevant documentary evidence, where required.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 112)

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

The Bidder shall provide complete and accurate details regarding historical contract non-performance, pending litigation, and litigation history in the prescribed format given at Annex-C of the Bidding Documents.

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 113)

Current Contracts and Their Progress

The Bidder shall provide details of all current/ongoing contracts and outstanding commitments, if any, in the prescribed proforma of Current Contract Commitments / Contracts in Progress appended to the Bidding Documents. In case of no such contracts, the Bidder shall clearly mention "NIL" in the prescribed proforma.

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 115)

Financial Capacity and Net Worth Evaluation Form

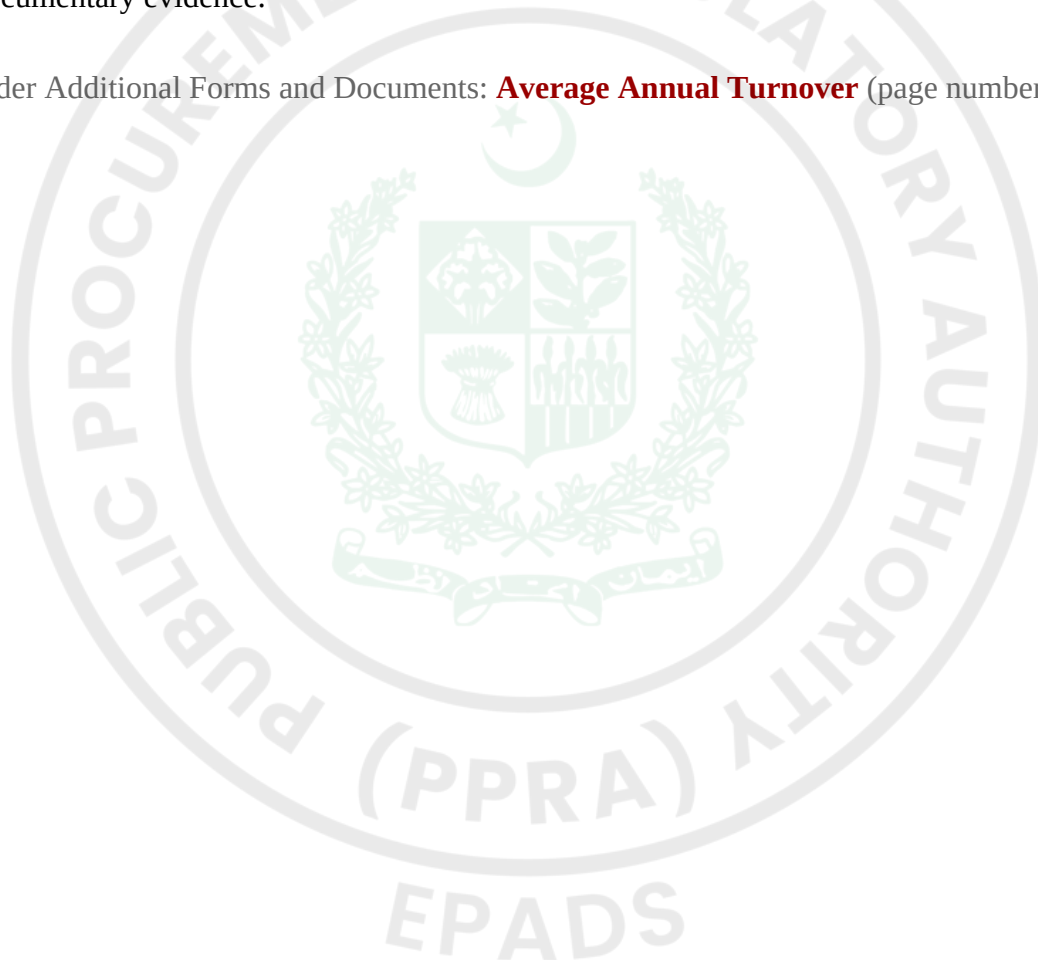
The Bidder shall provide details of all current/ongoing contracts and outstanding commitments, if any, in the prescribed proforma of Current Contract Commitments / Contracts in Progress appended to the Bidding Documents. In case of no such contracts, the Bidder shall clearly mention “NIL” in the prescribed proforma.

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 116)

Average Annual Turnover

The Bidder shall provide details of its average annual turnover (annual sales value) for the preceding three (03) financial years to demonstrate its financial capacity to successfully execute the Contract. The required information shall be furnished in the prescribed “Average Annual Turnover (Annual Sales Value)” proforma appended to the Bidding Documents, duly completed and supported by relevant financial statements/documentary evidence.

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 118)







Additional Forms and Documents



SUKKUR ELECTRIC POWER COMPANAY

BIDDING DOCUMENTS

TENDER NO 1407/26

PROCUREMENT OF 11 KV PINS (STEEL CROSS)

**AS PER NTDC SPECIFICATION NO P-24:82
(AMENDED TODATE)**

Bidding Opening Procedure: PPRA Rule 36 (a)

SINGLE STAGE SINGLE ENVELOPE

This completed Bidding Documents; along with Bid Security Instrument and all necessary documents for the responsiveness of the bid as specified in the bidding documents; shall be submitted / uploaded on PPRA's EPADS V2.0 Portal; before close of bid submission time.

Manager (Material Management) SEPCO

Old Thermal Power Station Old Sukkur

Phone: 071-9310798, 071-5620079

Fax: 071-9310797

September-2026

Bid Data Sheet (BDS)

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

BDS Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
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A. Introduction

1.	<u>Name of Procuring Agency:</u> Sukkur Electric Power Company (SEPCO) <u>The subject of procurement:</u> Procurement of 30000 Nos 11KV Pins (Steel Cross) as per NTDC Specification No. P-24:82 (Amended todate) on EPAD System, to be supplied on FCS basis (Free Consignee Stores) at Regional Store Rohri/Larkana. The loading / un-loading of the goods shall be responsibility of the supplier. <u>Period for the delivery of goods:</u> 100% Within 90 days or earlier as mentioned in Purchase order.
2.	Financial year for the operations of the Procuring Agency: 2026-27 Name of financing institution: SEPCO Name and identification number of the Contract: Tender No. 1407/26
3.	Maximum number of Members in the Joint Venture, consortium or association shall be: Three
4.	The invitation to e-bid is open to Pre-Qualified / Registered Suppliers / Manufacturers in SEPCO/DISCOs/NTDC/PPMC/WAPDA in relevant category, who hold prototype approval for the subject material, if applicable; and who are registered with FBR and are on Active Taxpayers List. The procurement process would be as per Public Procurement Rule 36 (a) Single Stage One Envelope procedure.
5.	Ineligible countries are stated in the Section IV of this Bidding Documents.
6.	This clause is not applicable

B. Bidding Documents

7.	The Bidding Documents (BD) can be downloaded by interested bidders from the following link: https://epms.ppra.gov.pk/public/tenders/active-tenders?keyword=&tender_no=&closing_date=&tender_type=&procurement_category=1&sector=9&tender_nature=0&organization=44&country=&advertise_date_from=&advertise_date_to=&status=&city= The bidders shall download the Bidding Documents, duly fill, sign and stamp all pages of the same, and upload the scanned copy as part of their bid submission through EPADS V 2.0. In addition, the bidder shall also submit a hard copy of the Bidding Documents, duly signed and stamped, at the office of the Manager Material Management SEPCO Sukkur on or before the deadline for submission of bids. In case of any discrepancy between the uploaded (soft copy) and submitted hard copy, the submitted bid on EPADS V 2.0 shall prevail.
8.	The clarification can be sought on the EPADS Portal.

C. Preparation of Bids

9.	The Language of all correspondences and documents related to the Bid is English
10.	Samples are not required
11.	Power of Attorney Authorizing the signatory of the bidder to submit the bid on the Company's Letter Head.



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12.	The material shall be strictly according to standard specifications (amended-to-date). For items necessitating prototype approval; i. If you do not possess the prototype approval for the offered material within last 3-years (if applicable under approved specification), you shall have to obtain prototype approval from the office of Chief Engineer (S&S) NTDC 1st Floor PIA Building Egerton Road, Lahore before start of mass production. Drawings and prototype samples for prototype testing shall be offered within 30-days from the date of issue of purchase order to Chief Engineer (S&S) NTDC. The Chief Engineer (S&S) NTDC will accord approval of offered prototype within 30-days from the date of receipt of prototype call. All expenses shall be borne by the manufacturer / supplier. The testing will be carried out at manufacturer's premises/ HV&SC Lab Rawat / RTL Faisalabad or any other independent Lab of International repute like KEMA Holland, CRIEPI Lab Japan, CESI Lab Italy to be approved by Chief Engineer (S&S) NTDC. ii. If the prototype sample fails, the material shall be improved and re-offered for prototype testing to Chief Engineer (S&S) NTDC. The time taken for improvement in sample and re-submission of drawings will not entitle the manufacturer to claim extension in delivery period on this account. iii. Any changes suggested in the material and drawings during prototype testing for compliance of specifications and purchase orders shall have to be incorporated without any extra price claim.
13.	Not Applicable
14.	The bidders will have to submit complete technical detail of the offered item including technical schedule and drawings.
15.	Not Applicable
16.	The bidder shall provide the following documents: - Per year Manufacturing Capacity. - Supply record of Last Three Years. - Current Contract Commitment - Bank statements for the Last Three Years
	The following Clause is added: A. Eligible Bidders i. A Bidder having the Nationality of Pakistan. ii. Manufacturer / supplier of the offered equipment, prequalified/registered in required categories complying qualification & experience criteria as laid down in bidding document. iii. The Bidder shall be registered with Income Tax and Sales Tax Departments and shall be on Active Taxpayers List of the Federal Board of Revenue. iv. The Bidder/manufacturer shall not be, blacklisted by DISCOs/NTDC/PPMC or any other Government department. B. Qualification of the Bidder To be qualified for award, the Bidder shall meet the experience, capability and adequacy of resources as per criteria delineated herein: Contractual Experience i. The bidder/manufacturer must have demonstrated at least Two (2) numbers of contracts successfully completed as main supplier for similar item within the last five (5) years. The total quantity of contracts (i.e. sum of multiple contracts) shall at least be equal to or more than the quantity of contract for which the bid is submitted. In case of JV, all JV partners shall combinely meet the said required experience. Supply Capacity The manufacturer shall provide the following information with the Bid to establish its capacity/capability to execute the order. i. Manufacturing Capacity ii. Orders in hand The manufacturing capacity of the Bidder should be at least equal to orders in hand and this order (if placed on it).
	Note:- In case of New Entrant following shall criteria apply: The tenderer should submit the copy of educational / regular purchase order issued by any DISCOs alongwith its completion and performance of supplied material in the light of specification / instructions / guidelines issued by Chief Engineer (D&S) NTDC Lahore letter No 3187-97 dated. 20.10.2015, otherwise your firm will be considered for Educational Order / Non-Responsive.
17.	The offered bid prices shall be on FCS basis (Free Consignee Stores) at Regional Stores (Rohri & Larkana) SEPCO. The loading / un-loading of the goods shall be responsibility of the supplier.



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18.	The quoted prices shall be in PKR.
19.	Bid validity period shall be 100 days .
20.	The amount of Bid Security shall be Rs. 556,200/- . The bid validity period for the aforementioned tender shall 100 days. The bank instrument shall remain valid for an additional 28 days beyond the validity date. The currency of the Bid Security shall be in PKR.
21.	Bid Securing Declaration is not allowed.
22.	Bid Security shall be in PKR issued in favour of Chief Executive Officer (CEO) SEPCO and it shall be in the form as per the following: - A Bank guarantee issued by a scheduled bank of Pakistan in the form provided in the Bidding Documents, Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft Note: The bid security from any insurance company will not be acceptable in any case and the bid shall be liable for rejection.
23.	Alternative Bid is not allowed.
24.	Not Applicable. Only bids on EPADS will be accepted.
25.	Written confirmation of authorization is required on the bidder's letterhead alongwith the signature specimen and CNIC number. These should be scanned and attached with the bid.

D. Submission of Bids

26.	<i>Note:</i> Only e-bids submitted through the EPAD System shall be accepted. However, in addition, the hard copy of the same electronic bid, duly signed and stamped together with original bid security must be submitted in the office of the Manager (Material Management) SEPCO Sukkur.
27.	Not Applicable. Only e-bids on EPADS will be accepted.
28.	The deadline for Bid submission on EPAD is Day: Wednesday Date: 14.10.2026 Time: 10:30 A.M

E. Opening and Evaluation of Bids

29.	The Bid opening on EPAD is Day: Wednesday Date: 14.10.2026 Time: 13:00 P.M
30.	Opening of the e-bids does not mean that all the participating bidders are responsive.
31.	Only PKR Currency is acceptable.
32.	Technical and Commercial Evaluation/Comparison of bids shall be carried out on FCS (Free Consignee Stores) unit price basis at Regional Stores (Rohri & Larkana) SEPCO. The unloading of the goods shall be the responsibility of the Supplier). The material shall be supplied as per legitimate delivery schedule strictly according to NTDC/PPMC approved Standard Specifications (amended-to-date). Any deviations in the tender specification shall be liable for the rejection of the tender. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Tender price entered in Form of Tender and the total shown in the Schedule of Prices. The amount stated in the Form of Tender will be corrected by the Purchaser / Engineer in accordance with the Corrected Schedule of Prices. If the Tenderer does not accept the corrected amount of Tender, his Tender shall be rejected and his Tender Security forfeited. Tenders indicating the delivery beyond the date specified in tender schedule shall be declared non-responsive. The bidder must be registered with Income Tax and Sales Tax Department. The bidder shall offer material that conforms to the Specification No. P-24:82 (Amended to date).
33.	The comparison shall be made on the basis of: i. FCS (Free Consignee Stores) at Regional Stores (Rohri & Larkana) SEPCO including free loading and unloading of material.
34.	The offered bid in addition to the relevant specification shall be evaluated by the procuring agency's evaluation committee as per PP Rule-4 <i>Principles of Procurement</i> especially in terms of quality, reliability, efficiency, economy and value for money etc.
35.	The evaluation shall be carried out as per ITB Clause 16, 18, 30 and Clause-36, 37 & 38 of BDS, NIT and bidding documents on the basis of the eligibility of the Supplier / Manufacturer and the eligibility of goods. Additionally the bidder also has to comply with the SEPCO special requirements. If eligible, the bidder will be selected on the least cost basis.
36.	Negotiations will be undertaken as per Public Procurement Rule 40.

F. Award of Contract

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37.	Percentage for quantity increase or decrease is 15% during the currency of the contract.
38.	The successful bidder will be issued Letter of Intent (LOI)/Letter of Acceptance. The successful bidder shall have to submit the Performance Security (Guarantee) within 07 days from the date of issue of LOI. The Performance Security (Guarantee) shall be 5% of the total Contract Price (Including GST).
39.	The Performance Security (Guarantee) shall be in the form of: - A bank guarantee issued by a scheduled bank of Pakistan in the form provided in the Bidding Documents. - Pay Order - Banker's Cheque - Call at Deposit - Bank Guarantee - Demand Draft Note: The bid security from any insurance company will not be acceptable in any case and the bid shall be liable for rejection.
40.	Advance Payment is not allowed.
41.	"In accordance with Rule 49 of the Public Procurement Rules, 2004, any dispute arising between the Procuring Agency and the Supplier in connection with or arising out of the Contract shall, in the first instance, be resolved amicably through mutual consultation. If the dispute remains unresolved, it shall be referred to arbitration by a Sole Arbitrator mutually appointed by the parties. The arbitration shall be conducted in accordance with the applicable laws of Pakistan and the Arbitration Act, 1940, as amended from time to time. The place of arbitration shall be Sukkur, Sindh, Pakistan."
42.	1. Grievance Redressal Committee (GRC): A Grievance Redressal Committee (GRC) has been constituted for by the SEPCO Management to address and Redressal of complaints of participated bidders in SEPCO Tenders. The composition of the GRC is as follows: Convener: Operation Director (OD) SEPCO Sukkur Member: Manager Legal, HQ, SEPCO, Sukkur Member: Manager Corporate Account O/O Finance Director, SEPCO, Sukkur 2. Address for Submission of Complaints: All complaints must be submitted in writing to the Convener, GRC, at the following address: Grievance Redressal Committee (GRC) Office Of The Chief Executive Officer Operation Director SEPCO, HQ Thermal House Old Sukkur
	The address of the Procuring Agency: Manager Material Management, Sukkur Electric Power Company (SEPCO) Regional Head Quarter, Old Thermal Power Station Sukkur-Pakistan Direct: +92-719310798, P.N: +92-719310796 Email: arif.bhutto@sepco.com.pk



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Schedule of Requirements

The delivery schedule expressed as days stipulates hereafter a delivery date which is the date of delivery at Regional Stores (Rohri & Larkana) SEPCO on FCS (Free Consignee Stores) basis including free loading and unloading at consignee's store by the bidder.

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Number	Description	Quantity	Delivery Schedule in days
			100% Within 90 days or earlier

Technical Specifications

11KV Pins (Steel Cross) as per NTDC Specification P-24:82
(amended to date)



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PRICE SCHEDULE FOR SEPCO TENDER NO 1407/26

- Due by 10:30 AM on 14.10.2026
- Tender will be opened at 13:00 P.M on 14.10.2026

NAME OF BIDDER: _____

Description of Stores	NTDC Specification (Amended todate)	Quantity Required (No)	FCS Unit Rate Without 18% GST	FCS Unit Rate With 18% GST	Total Amount in PKR (3 x 4) Without 18% GST	Total Amount in PKR (3 x 5) With 18% GST
1	2	3	4	5	6	7
11 KV Pins (Steel Cross)	P-24:82	30000 Nos				
18% GST:						
GRAND TOTAL:						

(In words Without GST: _____)

(In words with GST: _____)

Bid Security:

Bid Security / Guarantee i.e. **Rs. 556,200/-**, the bid validity period for the aforementioned tenders shall 100 days. The bank instrument shall remain valid for an additional 28 days beyond the validity date.

Bid Security / Pay order No. _____ Date: _____

Bid Security Validity _____

Name of Bank & Branch _____

Delivery Schedule:

- **100% quantity shall be supplied within 90-days or earlier** from the date of issue of purchase order. Delivery period shall be completed not later than the dates specified.
- The terms "Delivery Date" shall mean the date of 1st day of Inspection or 15th day of Inspection Call whichever is earlier, shall be reckoned as date of delivery of Store to Consignee provided the goods accepted for supply have been delivered within 20-days of issue of Inspection Certificate subject to the condition that the supplier / manufacturer offers the material for Inspection at least 15-days prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification.

Note:

- The unit rates quoted by the bidder in the Price Schedule shall be expressed up to a maximum of two (02) decimal places. Any rate containing more than two decimal places shall be rounded/restricted to two decimal places for the purpose of evaluation, comparison, and determination of the quoted amount. Bidders must quote rates up to two digits after the decimal point only (e.g., 105.75) as per EPADS. Any extra digits will be auto-rounded by the system.
- This tender is governed by Procurement Rules issued by PPRA (Amended todate) and WAPDA General condition of contract Dated 12/08/1984 (Amended todate)



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Form of Bid

Bid /Tender No. _____

Date: _____

To

Manager
Material Management
SEPCO, Sukkur.

We, the undersigned, declare that:

Having examined the Bidding Documents including Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver _____ in conformity with the said Bidding Documents for the sum of _____

_____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of bid suppression.

The Arbitrator shall be appointed by mutual consent of both parties, after consultation between the contractor & procuring agency to act as the adjudicator in case of any arisen disputes in accordance with **BDS Clause 48**.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (Guarantee) in the form, in the amounts, and within the 15-days from the date of issue of Letter of Intent (LOI). Failure to provide the Performance Guarantee within the stipulated time, the delivery period shall start. The delayed period shall be deducted from the delivery schedule while issuing the Purchase Order.

We declare that as Bidder(s) we do not have a conflict of interest with reference to **ITB Clause 3.7**.

We agree to abide by this Bid for the Bid Validity Period specified in BDS 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents.

Dated this _____ day of _____ 20____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



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BIDDERS DECLARATION & UNDERTAKING

TO BE FILLED & AFFIXED ON NON-JUDICIAL E-STAMP PAPER WORTH RS. 500/- OR ABOVE

- I _____ hereby confirm that the quoted prices for the supply of **11 KV Pins (Steel Cross)** are exclusive of GST and are inclusive of all other applicable costs, including loading, unloading, labour, transportation, delivery charges, testing/inspection charges, and any other incidental charges and agree to comply with all applicable specifications, approved drawings, and contractual requirements.
- I _____, hereby solemnly undertake and declare that, in the event of any said tender item being declared defective under warranty, we shall be fully responsible for its collection, loading, transportation, shifting, unloading, repair and return to the Consignee Store at our own cost and risk, without any additional cost to the Procuring Agency. We further undertake that every warranty-claim Item shall be duly repaired within three (03) months from the date of its receipt by us and shall be returned to the Consignee Store after final inspection and acceptance by the Chief Engineer, PPMC, or his authorized representative.
- I _____ also confirm that all terms and conditions mentioned in this tender document are fully understood and acceptable to me and my firm.
- I _____ also confirm that my firm is not blacklisted / not debarred by any Government or Semi Government organization and my firm has not defaulted in any tender for supply of new transformers.
- I _____ will comply with all applicable laws, including those related to Tax, Safety and Environment.
- I _____ will comply that manufacturing of **11 KV Pins (Steel Cross)** are in accordance with Specification of WAPDA/NGC/PEPCO/SEPCO) No. P-24:82 (Amended to date).
- I _____ also undertake that in case my firm declared as 2nd Lowest Responsive Bidder, the earnest money shall be retained till issuance of Work/Purchase Order to the successful bidder.

Signature of Bidder: _____

Name of Bidder: _____

CNIC No. _____

Date _____

Notarized by _____



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Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of the signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in 3-5 years, in PKR specified in the Bid Data Sheet: *[insert]*
- 1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last 3-5 years. The values should be indicated in the same currency used for Item 1.2 above. Also, list details of work underway or committed, including the expected completion date.

Project Name and Country	Name of Purchasing Agency and Contact Person	Type of Services provided and year of completion	Value of Contract
(a)			
(b)			
(c)			
(d)			

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

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

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.3(d).

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



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

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

- 1.7 Financial reports for the last 3 years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.
- 1.9 Name, address, telephone, telex, e-mail, and facsimile numbers of banks that may provide references if contacted by SEPCO.
- 1.10 Information regarding any litigation, current or within the last 5 years, in which the Bidder is or has been involved.

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

- 1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder. Attach valid certificates.
- 1.12 Statement of compliance with the requirements of ITB 3.4.
- 1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

- 2.1 The information listed in 1.11 - 1.12 above shall be provided for each member of the joint venture.
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing the signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that
- all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
 - the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

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

We, the undersigned declare that

- The information contained in and attached to this form is true and accurate as of the date of bid submission *Or [delete statement which does not apply]*
- The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____



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PROFORMA SHOWING PERFORMANCE OF THE FIRM IN SEPCO / OTHER DISCOS
DURING LAST TWO FISCAL / CALENDAR YEARS

Note:-

Copy of 1st Page of Purchase order / LOI / Performance Certificate should be attached.

Name of Firm: _____

Name of DISCO	PO No. & Date	Description of Material	Qty: on Order	Delivery Schedule	Qty: Supplied to date	Date of Supply	Qty: Balance	Material Supplied		Remarks
								In time	Delay	

It is also certified that:

- i) Our firm is not in litigation with any formation of NTDC / WAPDA / DISCOs.
- ii) In case of any information found incorrect from the above, SEPCO reserve the right to cancel our tender or prequalification and registration without assigning any reason what so ever and all consequences at our cost.



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BID SECURITY FORM

To: Chief Executive Officer SEPCO

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the delivery of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[Name of Financial Institution]* of *[name of country]*, having our registered office at *[address of Financial Institution]* (hereinafter called "the Bank"), are bound unto *[name of SEPCO]* (hereinafter called "SEPCO") in the sum of *[amount]* for which payment well and truly to be made to the said SEPCO, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

The conditions of this obligation are:

1. If the Bid
 - (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
 - (b) Disagreement to arithmetical correction made to the Bid price; or
 - (c) having been notified of the acceptance of our Bid by SEPCO during the period of Bid Validity, (i) failure to sign the contract if required by SEPCO 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.
2. We undertake to pay to SEPCO up to the above amount upon receipt of its first written demand, without SEPCO having to substantiate its demand, provided that in its demand SEPCO states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: _____ in the capacity of _____
signed

[Signature of the Bank]

Dated on _____



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PERFORMANCE SECURITY (GUARANTEE) FORM

To: Chief Executive Officer SEPCO

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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]



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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: _____

Date: _____

Contract Title: _____

Contract Value: _____

[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.

Buyer_____
Seller_____
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NON / INVOLVEMENT LITIGATION CERTIFICATE

It is certified that M/s. _____
is not involved in the litigation in any court of law against Sukkur Electric Power Company (SEPCO) and other DISCOs / any formation of WAPDA till date.

If the firm (M/s. _____) is involved in any litigation against above organizations then provide one page brief alongwith following information on the prescribed proforma.

Name of DISCO / Formation	P.O / W.O	Dated	Item	Amount Involved (Rs.)		Reason for Litigation	Current Status with Attested Copies of the evidences (Under Process / Resolved / Stay Order / Arbitrations)
				Pending or Threatened	Resolved		

Net worth of the Firm ending latest fiscal year = _____
(Alongwith proof / documentary evidences of required net worth). Bank statement and FBR statement must be attached.

%age of pending or threatened litigation with respect to Net worth _____

In case of any information found incorrect from the above, SEPCO reserve the right to cancel our tender or prequalification and registration without assigning any reason what so ever and all consequences at our cost.



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SCHEDULE OF TECHNICAL DEVIATIONS

DEVIATIONS FROM TECHNICAL PROVISIONS

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

[illegible]

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SCHEDULE OF TECHNICAL DEVIATIONS

DEVIATIONS FROM CONTRACTUAL CONDITIONS

It is presumed that the tenderer shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:-

Sr. No.	Clause No. / Section No.	Deviations / Clarifications



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Manufacturer's Authorization

(This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.)

Date: [insert date of Bid submission]
Tender No.:

To: [insert complete name of Procuring Agency]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of (insert type of goods manufactured), having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a Bid the purpose of which is to provide the following Goods, manufactured by us insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

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

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: (insert complete name(s) of authorized representative (s) of the Manufacturer]

Title: [insert title]

Dated on _____ day of _____ [insert date of signing]



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Documents & Certificates to be submitted with the relevant Bid for Responsiveness of the Bid

Sr. No.	Description	Documents to be attached with	Mention Annex
1	Certificate that General Conditions of Contract for purchases by PPMC / WAPDA dated 12/08/1984 & latest purchase procedure PPRA-2004 (amended to date) are acceptable to the bidder and are hereby agreed to by the bidder.	Bidding Documents	Annex_____
2	Fixed Bid Security in the form of Pay Order, Bank Draft, CDR or Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of CEO, SEPCO to be valid for a period 28 days beyond the Bid Validity date should be attached with the bid. It is certified that validity of bid period is 100 days, whereas validity of Fixed Bid Security mentioned in bidding document is 128 days which is necessary for fulfilling official formalities.	Bidding Documents	Annex_____
3	Certificate that the material offered is in accordance with the WAPDA/ PPMC / NTDC Specification and Relevant IEC Standards (11kv Pins (Steel Cross))/ Tender Specifications (Amended to-date).	Bidding Documents	Annex_____
4	Copy of letter of Prequalification for the said quoted tender with WAPDA /PPMC /NTDC / DISCOs/PITC under M-13 category of material.	Bidding Documents	Annex_____
5	Copy of Letter of Registration with WAPDA/ PPMC/NTDC/ DISCOs/PITC under relevant category of material as well as its renewal, if applicable.	Bidding Documents	Annex_____
6	Technical data of the quoted item as per WAPDA / PPMC / NTDC / and IEC Relevant standard DDS.	Bidding Documents	Annex_____
7	Integrity Pact / Declaration of fees, commission and brokerage etc. payable by the suppliers of goods services and works in contracts worth Rs 10 million or more.	Bidding Documents	Annex_____
8	Supply record of the firm regarding said tender items with SEPCO /DISCOs /PPMC/ PITC/ K.E against educational / regular P.O(s) as per Performa attached on page 51 of bidding documents. Previous performance of the firm regarding Distribution Transformers with SEPCO/ DISCOs / PPMC/PITC/K.E will be taken in view while evaluating the bid.	Bidding Documents	Annex_____
09	Undertaking on Affidavit of 500 E-Stamp paper bidder / Tenderer will submit a certificate that the firm is neither blacklisted / debarred nor in litigation with WAPDA / DISCOs / GENCOs/ NTDC/ PITC at present.	Bidding Documents	Annex B
10	The bidder shall submit copies of valid FBR Registration Certificate (NTN and Sales Tax Registration Certificate), along with an undertaking confirming that the firm is duly registered with FBR and its name appears on the Active Taxpayer List (ATL) of FBR as of the date of bid submission.	Bidding Documents	Annex_____
11	The audited financial "stand alone" statements (Balance sheet along with notes, profit and Loss accounts and cash flow statements) for the Last Three 03 years shall be submitted by the bidder which shall be greater than the total quoted price.	Bidding Documents	Annex_____
12	The bidder shall mandatorily fill, sign, stamp and submit the form of bid provided in bidding documents.	Bidding Documents	Annex_____

Note: All above certificates / documents should be attached / signed / properly filled by the firm with submitted Bid.
Any document missed or instructions not complied with will lead to non-responsiveness of bid.

Signature of Bidder _____

M/s _____



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1. Definitions	1.1 The following words and expressions shall have the meanings hereby assigned to them: a) "Authority" means Public Procurement Regulatory Authority. b) The "Arbitrator" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder. c) The "Contract" means the agreement entered into between SEPCO and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. d) The "Commencement Date" is the date when the Supplier shall commence execution of the contract as specified in the SCC. e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. f) "Country of Origin" means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC. g) The "Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. h) "Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract. i) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to SEPCO under Contract. j) "Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by SEPCO upon fulfillment of the conditions precedent stipulated in GCC Clause 3. k) "SEPCO" means the person named as SEPCO in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC. l) "Related Services" means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract. m) "GCC" means the General Conditions of Contract contained in this section. n) "Intended Delivery Date" is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC. o) "SCC" means the Special Conditions of Contract. p) "Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by SEPCO and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC. q) "Project Name" means the name of the project stated in SCC. r) "Day" means calendar day. s) "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government. t) "End User" means the organization(s) where the goods will be used, as named in the SCC. u) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components. v) "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not
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		limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. w) "Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by SEPCO. x) The Supplier's Bid is the completed Bid document submitted by the Supplier to SEPCO.
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 the 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.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: - Form of Contract, - Special Conditions of Contract, - General Conditions of Contract, - Letter of Acceptance, - Certificate of Contract Commencement - Specifications - Contractor's Bid, and - Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - Submission of performance Security (or guarantee) in the form specified in the SCC; - Furnishing of Advance Payment Unconditional Guarantee.
	3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
	3.3	If SEPCO is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4. Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and SEPCO shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6. Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7. Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, as per Specification No P-24:82 (amended to date). When no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without SEPCO's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of SEPCO in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	8.2	The Supplier shall not, without SEPCO's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.



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	8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of SEPCO and shall be returned (all copies) to SEPCO on completion of the Supplier's performance under the Contract if so required by SEPCO.
	8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies if so required by the Government of Pakistan or / and the appropriate donor agencies.
9. Patent and Copy Rights	9.1	The Supplier shall indemnify SEPCO against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to SEPCO by the Supplier herein shall remain vested in the supplier, or, if they are furnished to SEPCO directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Security (Guarantee)	10.1	The Performance Security (Guarantee) shall be provided to SEPCO no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to SEPCO, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
	10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to SEPCO as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	10.3	The Performance Security (or Guarantee) shall be in one of the following forms: a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to SEPCO; or b) A cashier's or certified check.
	10.4	The performance security (or guarantee) will be discharged by SEPCO 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.
11. Inspections and Test	11.1	SEPCO or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to SEPCO. SCC and the Technical Specifications shall specify what inspections and tests SEPCO shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
	11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to SEPCO.
	11.3	Should any inspected or tested Goods fail to conform to the Specifications, SEPCO may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to SEPCO.
	11.4	SEPCO's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in SEPCO's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by SEPCO or its representative prior to the Goods' shipment from the country of origin.
	11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.



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12. Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by SEPCO.
13. Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.
	13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
	13.3	Documents to be submitted by the Supplier are specified in SCC.
14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16. Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods; b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) Furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e) Training of SEPCO's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	16.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.



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17. Spare Parts	17.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a) Such spare parts as SEPCO may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and b) In the event of termination of production of the spare parts: i. Advance notification to SEPCO of the pending termination, in sufficient time to permit SEPCO to procure needed requirements; and ii. Following such termination, furnishing at no cost to SEPCO, the blueprints, drawings, and specifications of the spare parts, if requested.
18. Warranty / Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they have incorporated all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the SEPCO, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
	18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
	18.3	SEPCO shall promptly notify the Supplier in writing or in electronic forms that provide a record of the content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, the manufacturer/supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof. The cost of lifting the defective materials its subsequent repair or replacement and returning back to SEPCO stores shall be borne by the supplier.
	18.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified, SEPCO may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which SEPCO may have against the Supplier under the Contract.
19. Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	19.2	The Supplier's request(s) for payment shall be made to SEPCO in writing or in electronic forms that provide a record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.
	19.3	Payments shall be made promptly by SEPCO, within sixty (60) days after submission of an invoice or claim by the supplier. If SEPCO makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
	19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4 .
20. Prices	20.1	The contract price shall be specified in the Contract Agreement subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
	20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in SEPCO's request for bid validity extension, as the case may be.



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21. Change Orders	21.1	SEPCO may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following: a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for SEPCO; b) The method of shipment or packing; c) The place of delivery; and/or d) The Services to be provided by the Supplier.
	21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of SEPCO change order.
	21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22. Contract Amendments	22.1	Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.
23. Assignment	23.1	Neither SEPCO nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Sub- contracts	24.1	The Supplier shall consult SEPCO in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
	24.2	Subcontracts must comply with the provision of GCC Clause 5.
25. Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by SEPCO in the Schedule of Requirements.
	25.2	If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify SEPCO in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, SEPCO shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	25.3	Except as provided under GCC Clause 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26. Liquidated Damages	26.1	Subject to GCC Clause 28, 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, SEPCO 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, SEPCO may consider termination of the Contract pursuant to GCC Clause 26.
27. Termination for Default	27.1	SEPCO or the Supplier, without prejudice to any other remedy for breach of contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.



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	27.2	Fundamental breaches of contract shall include, but shall not be limited to the following: a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by SEPCO pursuant to GCC Clause 24; or b) the Supplier fails to perform any other obligation(s) under the Contract; c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC; d) the supplier has abandoned or repudiated the contract. e) SEPCO or the Supplier is declared bankrupt or goes into liquidation other than for reconstruction or amalgamation; f) a payment is not paid by SEPCO to the Supplier after 84 days from the due date for payment; g) the SEPCO gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by SEPCO; and h) if SEPCO determines, based on reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. For the purpose of this clause: "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
	27.3	In the event SEPCO terminates the contract in whole or in part, pursuant to GCC Clause 26.1 SEPCO may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to SEPCO for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the contract to the extent not terminated.
28. Termination for Force Majeure	28.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.
	28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide a record of the content of communication of such condition and the cause thereof. Unless otherwise directed by SEPCO in writing or in electronic forms that provide a record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29. Termination for Insolvency	29.1	SEPCO may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SEPCO.

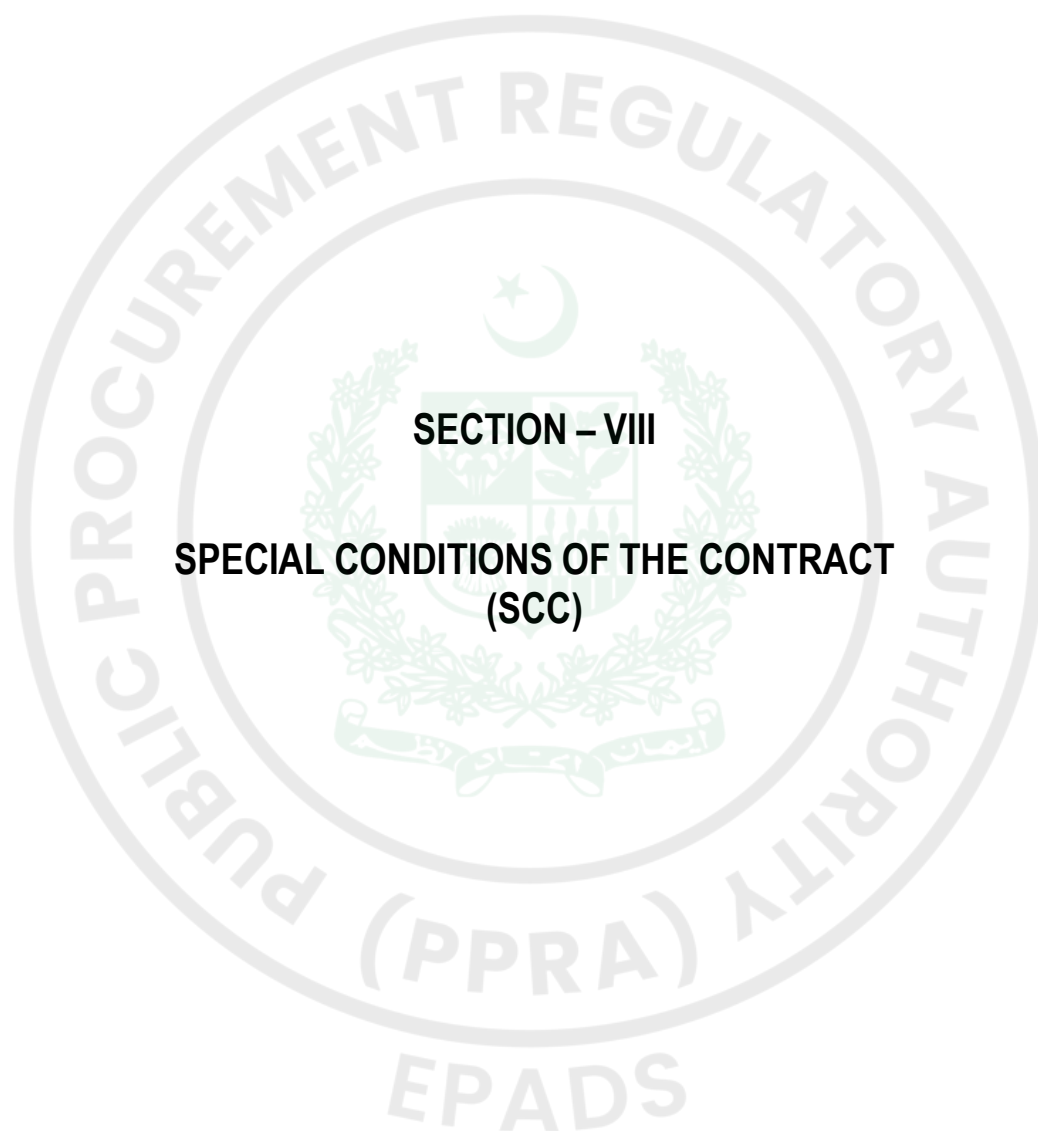


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30. Termination for Convenience	30.1	SEPCO, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SEPCO's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
	30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by SEPCO at the Contract terms and price. For the remaining Goods, SEPCO may elect: a) To have any portion completed and delivered at the Contract terms and prices; and / To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31. Dispute Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of the dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred to by either party to an arbitrator that shall be appointed by mutual consent of both parties.
	31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period, as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32. Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
	32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
	32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
33. Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should SEPCO and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of both parties.
34. Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8, a) The supplier shall not be liable to the SEPCO, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to SEPCO; and b) The aggregate liability of the Supplier to SEPCO, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify SEPCO with respect to patent infringement.
35. Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide a record of the content of communication and confirmed in writing or in electronic forms that provide a record of the content of communication to the other party's address specified in SCC.
	35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36. Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
	36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan SEPCO shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	36.3	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to SEPCO.



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SECTION – VIII

**SPECIAL CONDITIONS OF THE CONTRACT
(SCC)**



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Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
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Definitions (GCC 1)

1.	1.1	The Procuring Agency is: Sukkur Electric Power Company (SEPCO)
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Documents Forming the Contract (GCC)

2.	2.3	Purchase Order (PO) Performance Guarantee submitted by the successful firm and its verification from the concerned Bank Letter of Intent (LOI) issued by SEPCO and its acceptance by the successful bidder Special Conditions of Contract General Conditions of Contract Specifications Contractor's Bid on EPAD Bidding Document and Notice inviting Bids SEPCO Special Conditions duly signed Addendum (if any)
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Conditions Precedent (GCC 3)

3.	3.1	Having issued the Purchase Order it shall come into effect on the date of its issuance. i. Submission of performance Security (or guarantee) in the form specified in the SCC ii. Acceptance of LOI iii. Declaration of ultimate Beneficiary Owner as per pro-forma specified in SCC
4.	3.1 (b)	Not applicable

Governing Language (GCC 4)

5.	4.1	The Governing Language shall be English
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Applicable Law (GCC 5)

6.	5.1	The Applicable Law shall be: Laws of the Government of Pakistan and PPRA rules.
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Performance Security (or Guarantee) (GCC 10)

7.	10.1	The amount of Performance Security (Guarantee), as a percentage of the Contract Price, shall be: 5% of the Total Bid Price (Including GST) Time period of validity: shall be 12 Months from the receipt of the last consignment.
8.	10.3 (a) & (b)	The Performance Security/Guarantee shall be in PKR issued in favor of Chief Executive Officer (CEO) SEPCO and it shall be in the form as the per following: a. A bank guarantee issued by a scheduled bank of Pakistan in the form provided in the Bidding Documents. b. Call Deposit Receipt (CDR) Note: The performance security from any insurance company will not be acceptable in any case and the bid shall be liable for rejection.
	10.4	After delivery and acceptance of the Goods, the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with the SSC clause 14 & 15 (Warranty GCC-18). The Performance Security (or guarantee) shall be extended by the firm in case any defect or replacement of material is claimed until the expiry/extended warranty period.



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Inspections and Tests (GCC 11)

9.	11.1 11.2 11.3 11.4	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: A. Quality and Quantity Inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract. B. The joint inspection shall be carried out at the manufacturer's/supplier's premises by the Chief Engineering (MI) PPMC Lahore or his authorized representative alongwith SEPCO Senior Engineer / Representative. Notice in writing shall have to be given to the office of Chief Engineer PPMC and Manager Material Management SEPCO simultaneously by the manufacturer/supplier when the store against the order is ready for inspection. The inspection call shall be effective when delivered to SEPCO or Chief Engineer (MI) PPMC Lahore, whichever is later. The manufacturer/Supplier shall have to deposit Inspection Fee @ 0.5% of the cost of material on order while offering material for inspection in the Account of Chief Engineer (MI) PPMC. All expenses of Inspector(s) of SEPCO shall be borne by the Tenderer including Boarding/ Lodging, Daily Allowance etc. Stage inspection may be carried out, if necessary. C. All reasonable facilities as provided in the specification or followed by the industry or trade, in general, shall have to be accorded to the inspecting officers at your expense for carrying out the inspection. The Inspecting Officer may reject a part or the whole of the consignment tendered for inspection, if after inspection, such portion thereof as he may decide, on his discretion, he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order. D. The decision of the Inspecting Officer shall be binding on the supplier. If the stores are rejected as aforesaid, then without prejudice to the right of the Purchaser, the supplier may submit stores in replacement of those rejected but resubmission will not mean the extension of the delivery period. On final rejection, the purchaser shall have the following rights: E. To purchase the rejected goods at the supplier's cost and expense. F. To terminate the contract/PO and recover from the supplier the loss the Company, thereby incurs. G. To take action as per PPRA Rules. H. SEPCO reserves the right to re-inspect, re-test (at its own expense) and, where necessary, reject the Goods after the arrival at the final destination. This shall in no way be limited to or eased because of the Goods having previously been inspected, tested and passed by SEPCO or its representative prior to the Goods' shipment. The decision of SEPCO based on the reports of re-inspection and/or re-testing shall be binding on the manufacturer/supplier. I. <u>VISUAL INSPECTION:</u> Visual Inspection shall be carried out by SEPCO Material Inspection Committee and will highlight and communicate any defect found at time of visual inspection to this office as well as to the supplier. The concerned Deputy Manager Regional Store SEPCO shall be issued GRN after issuance of Verification Certificate in accordance with Material Quality and as per Specification / Standard by SEPCO Material Inspection Committee.
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Packaging (GCC 12)

10.	12.2	The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification. The word "Sukkur Electric Power Company" or SEPCO with PO / Rate Contract No & year together with other essential markings as per the Specification shall be provided.
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Delivery and Documents (GCC 13)

11.	13.2	The Goods shall be supplied on FCS basis (Free Consignee Stores) at (Regional Stores Rohri & Larkana) SEPCO including free lifting and delivery.
12.	13.3	Upon delivery of the Goods, the supplier shall notify SEPCO and mail the following documents to SEPCO: i. one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; ii. delivery note, railway receipt, or truck receipt; iii. Manufacturer's or Supplier's warranty certificate; iv. Certificate to the effect that the prime material has been used in the manufacturing of Goods, and if any evidence of used/scrap material is found at a later stage the supplied Goods shall be replaced free of cost with the Goods having prime material. Also, if any manufacturing, design and/or inherent fault is detected at later stage the faulty Goods shall be replaced with Healthy Goods. The inspection procedure for the replaced goods shall be same as per the inspection requirement in the Technical Specifications and the Contract. v. Inspection certificate issued by the nominated inspectors/agency, and The above documents shall be received by SEPCO before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

Insurance (GCC 14)

13.	14.1	The Insurance shall be in an amount equal to 110 percent of the FCS value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
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Warranty (GCC 18)

14.	18.2	The warranty period shall be for a period of 12 Months from the date of completion of supply. The supplier shall be held responsible for all the losses and the unacceptable Goods shall be substituted with the acceptable Goods free of cost from the date of intimation by the Deputy Manager Regional Stores (Rohri & Larkana) SEPCO Sukkur.
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15.	18.4 & 18.5	Upon receipt of notice for correction of defects under the warranty period the manufacturer/supplier shall, within 90 days (or the period specified in Specification) and with all reasonable speed, repair or replace the defective goods or parts thereof. The cost of lifting the defective goods its subsequent repair or replacement and returning back to SEPCO stores shall be borne by the supplier. If the supplied goods or its part(s) is/are damaged during the warranty and need repair, its warranty period will be protected. The warranty period shall effectively remain active from the date of intimation of defective goods to the manufacturer/supplier and shall resume again once the defect has been removed and goods supplied back to SEPCO stores. For Example: An item has a warranty period of 12 Months. Its warranty starts on 1st January and it gets defective after its successful use/commissioning after 6 months on 5th July. The manufacturer/supplier is intimated about the defect on 7th July. The remaining warranty is 1 year, 5 months and 23 days. This remaining warranty period shall remain reserved. The item is lifted for repair on 15th July and returned to SEPCO stores on 7th August. The remaining warranty of 1 year, 5 months and 23 days will resume from 7th August. If the Goods under warranty period already repaired are damaged again (second time) the procedure mentioned for the first time damage shall be followed. Accordingly, the same procedure shall be followed for damage/defect for the third time. However, if the goods under warranty period are damaged for the third time the manufacturer/supplier shall be issued a Performance Certificate that will have an impact on its participation in future bids/tenders in SEPCO. The warranty period of the entirely replaced item shall be as per the initial warranty period of new goods. Warranty Claim, Repair and Transportation: The Bidder/Contractor shall be responsible for attending to and rectifying all warranty claims relating to the 11KV Pins(Steel Cross), Any said tender item declared defective under warranty shall be repaired, rectified or replaced, as applicable, within three (03) months from the date of receipt of the warranty claim by the Contractor and shall be returned/re-delivered to the Consignee Store or designated location after successful final inspection and acceptance by the Chief Engineer, PPMC, or his authorized representative. The Bidder/Contractor shall be responsible, at its own cost and risk, for the dismantling, loading, transportation, shifting, unloading, re-installation/re-erection and delivery of all warranty-claim supply/items from the Consignee Store or designated location to the Contractor's repair facility and back to the Consignee Store or designated location. No additional cost on account of transportation, handling, repair, rectification, replacement, re-installation or any associated expenses shall be payable by the Procuring Agency NOTE: Liquidated Damages shall be applicable where there is a delay in delivery of material under the warranty claim. Liquidated Damages shall be applicable as per SCC clause 20.
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Payment (GCC 18)



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16.	19.1	The payment will be made directly by the Finance Director SEPCO within (30) days on the presentation of the following documents:- - Invoice of the supplied material in triplicate. - Delivery Challan duly acknowledged and signed by the consignee. - GRN issued by concerned Deputy Manager, Regional Store SEPCO and countersigned by Manager MM. - Warranty Certificate. - Inspection Certificate issued by Chief Engineer (MI) PPMC or his authorized representative. - Confirmation letter of acceptance of Performance Bond by the Manager (MM) SEPCO. - Confirmation letter by the Manager (MM) SEPCO against each invoice claim regarding the adequacy of the validity of the Performance guarantee with respect to supplies / delivery. - Certificate to the effect that the billed amount has not been claimed or received earlier (Non-payment certificate). - Professional Tax paid certificate by the firm. - All Federal & Provincial Taxes will be applied as per prevailing laws. - Copy of General Sales Tax/Excise Duty Invoice. - The manufacturer/supplier in its invoices shall also give an undertaking, in case of omission of any deductible amount; SEPCO's claim at any later stage (through pre-audit / post audit) shall be acceptable to them. As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, the payment to the registered persons may be linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL his payment should be stopped till he files his mandatory returns and appears on ATL of FBR. PARTIAL DELIVERIES AND PARTIAL PAYMENTS ARE ALLOWED. The amount of 18% sales tax will be reimbursed by the Finance Director SEPCO as under: - Sales Tax return cum payment Challan for the month of delivery of material. - Copy of GRN duly stamped and signed by the respective consignees and shall be counter signed by Manager MM. - Sales Tax Invoice as per GRN above. - Any increase/decrease in the existing tariff of custom duty/Sales tax or any other tax is imposed or charged by the Government of Pakistan/Provincial Government, the same will be adjusted by the Finance Director SEPCO Sukkur on presentation of documentary evidence. In case the manufactures who pay lump-sum Sales Tax, they shall also submit an affidavit on non-judicial paper separately that "Challan includes the amount of Rs. _____ of Sales Tax for supply of material to SEPCO against P.O. No. _____ dated. _____"
17.	19.3	Not applicable.
18.	19.5	All payments shall be made in PKR

Prices (GCC 20)

19.	20.1 & 20.2	Prices shall not be adjusted. The offered price shall be firm and final.
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Liquidated Damages (GCC 26)

20.	26.1	If the supplier fails to deliver the Goods or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option, either: a) To recover from the supplier liquidated damages levied at the rate of 2% per Month Or a fraction thereof subject to a maximum of ten percent (10%) of the PO/contract price, except: - Where un-delivered stores hold up the use of other stores, liquidated damages shall be levied on the total value of the contract/PO. - The recovery of liquidated damages mentioned above can be affected from any payment due to the supplier from any unit of SEPCO Or b) To purchase from elsewhere, without notice to the supplier, at the supplier's risk and cost, the stores not delivered, without canceling the contract/PO in respect of the consignment not yet due for delivery Or c) To cancel the contract/PO at the supplier's risk and cost and initiate blacklisting/debarring action as per Public Procurement Rules. In the event of action being taken under (b) or (c) above, the supplier shall be liable for any loss which the purchaser may suffer on the account, but the supplier shall not be entitled to any gain on repurchase made against the supply order.
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Procedure for Dispute Resolution (GCC 32)

21.	32.1	As per the Laws of Government of Pakistan.
22.	32.3	<u>For Contracts to be entered with Foreign Contractor/ Service Provider:</u> All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. <u>For Contracts to be entered with Nationals of Pakistan:</u> i. If any dispute of any kind whatsoever shall arise between SEPCO and the Supplier 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 7 (seven) 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 Arbitrator shall be appointed by mutual consent of both parties, after consultation between the contractor & procuring agency to act as the adjudicator in case of any arisen disputes in accordance with BDS Clause 48. 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 Arbitration shall take place in SEPCO Sukkur 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 delivery of goods. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that SEPCO shall pay the supplier any monies due to the Supplier. Furthermore, the supplier agrees that the territorial jurisdiction of the litigation shall be Sukkur District. No court other than Sukkur District will entertain any judicial matter in respect thereto.



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Notices (GCC 35)

23.	35.1	The address of the Procuring Agency: Manager Material Management, Sukkur Electric Power Company (SEPCO) Regional Head Quarter, Old Thermal Power Station Sukkur Pakistan Direct: +92-719310798, P.N: +92-719310796 Email: arif.bhutto@sepco.com.pk Email: managemmmsepco@gmail.com
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SPECIFICATION P-24:82

11 kV INSULATOR PINS

0. FOREWORD

0.1 This standard specification has been prepared by the Standard and Research Directorate of the Design Department, Power Wing, WAPDA and lays down the specification for 11 kV insulator pins.

0.2 In view of complaints that lead threaded portion of 11 kV pin gets separated from the main pin and that being soft it gets damaged/deformed during transportation and handling; the following major changes in third edition have been incorporated:

- i) To harden the Lead Antimony alloy used in Lead covering the percentage of Antimony has been increased.
- ii) The mechanical test of 11 kV Insulator Pin with lead covering has been specified.
- iii) A separate drawing of steel core with dimensioned details has been added. To provide better sticking of lead with steel core two holes and punching marks have been made in the steel core.
- iv) A new Clause covering packing has been added.

0.3 This standard is intended only for the purpose of technical specification to facilitate procurement of material and does not include provisions of contract.

1 SCOPE

1.1 This specification covers wood cross-arm mounted, bolt type, steel insulator pin with 25.4 mm diameter lead head for use in overhead power line construction.

2 MATERIAL

2.1 Steel parts shall be made from mild steel having the following composition:

Carbon	= 0.28- 0.34 per cent
Manganese	= 0.60- 0.90 " "
Phosphorous	= 0.05 Max " "
Sulphur	= 0.05 " " "

2.2 Pin head threads shall be made of Lead Antimony alloy.

[5-7]

The percentage of Antimony shall be 6 ± 1 percent.

STRENGTH

Pins shall withstand a load of 1000 kg when tested in accordance with clause 7.4.

CONSTRUCTION

The insulator pin shall be of the shape shown in the drawing and shall be manufactured by forging. All dimensions shall be in accordance with drawing PDW/DF-370 & 371.

The steel core of lead covering shall be of the shape and dimensions shown in drawing No. PDW/DF-371 on the vertical side of the core two holes and punching marks as shown in the drawing shall be made, so that rigid fixing of lead covering to the core is obtained.

Spindle and nuts shall have 20 mm ISO metric coarse screw threads conforming to ISO/R-262. Pin head lead threads shall be in accordance with drawing PDW/DF-370.

The pin head lead threads shall be smoothly finished. The lead shall be rigidly fixed to the head.

The hexagon nuts and lock nuts shall be made in accordance with drawing PDW/DF-370

The pins shall be made in workman like manner. They shall be reasonably smooth and free from sharp projections. The nuts shall run freely over the entire length of the threads.

GALVANIZING

Pin, nuts and washer shall be hot dip galvanized in accordance with WAPDA specification P-82. The weight of coating shall be as under:

Article	Weight of zinc coating	
	Individual sample gm/sqm	Average of 3 samples gm/sqm
Pin	450	500
Nuts	305	380
Washer	260	305

6 TESTS

6.1 The following tests shall be carried out:

- i) Visual examination
- ii) Verification of dimensions.
- iii) Galvanizing test
- iv) Mechanical test

7 TEST METHODS

7.1 Visual Examination

Pins shall be checked for defects as given in table -I below:

TABLE-I- VISUAL EXAMINATION

Examination	Defects
1. Construction	(i) Not of shape shown in the drawing. (ii) Pin bent or otherwise damaged. (iii) Threads marred or the nuts not running freely over the length of the threaded portion. (iv) Pin head lead threads damaged not properly formed or loose. (v) Washers or nuts missing.
2. Finish	Galvanizing not proper, Presence of black spots, blisters, flux, uncoated areas or rust.

VERIFICATION OF DIMENSIONS

Dimensions of the pins when measured shall be in accordance with the drawing PDW/DF 370 & 371. The lead head threads shall be checked with a gauge shown in drawing PDW/DF-114. The pin shall be screwed into the

guage until the pin is tight. The top of the pin shall lie between the minimum and maximum tolerance points on the guage. The pin shall move freely and smoothly in the guage.

7.3 Glvanizing Test

Glvanized part shall be tested for weight, uniformity and adherence of coating in accordance with P-82 "Zinc Coating".

7.4 Mechanical test

7.4.1 The shank of the pin shall be rigidly fixed in the testing machine. An 11 kV pin type insulator shall be screwed over the lead head in accordance with the practice in the field.

A load shall be applied to the 11 kV insulator through suitable sling of steel rope. The load applied at right angle to the axis of the pin shall be increased till the specified withstand load of 1000 kg has been reached. The deflection measured at the top of the pin head shall not exceed 20 per cent of the distance of this point from the support, and the lead covering shall not separate or loosen from the steel core.

8 SAMPLING, ACCEPTANCE AND REJECTION

8.1 The pins offered for acceptance shall be grouped into lots. Each lot shall contain upto 500 pins.

8.2 A sample of 50 units shall be taken at random from each lot for the following tests:

- i) Visual examination ✓
- ii) Verification of dimensions

The lot shall be rejected if the number of defective units exceeds two.

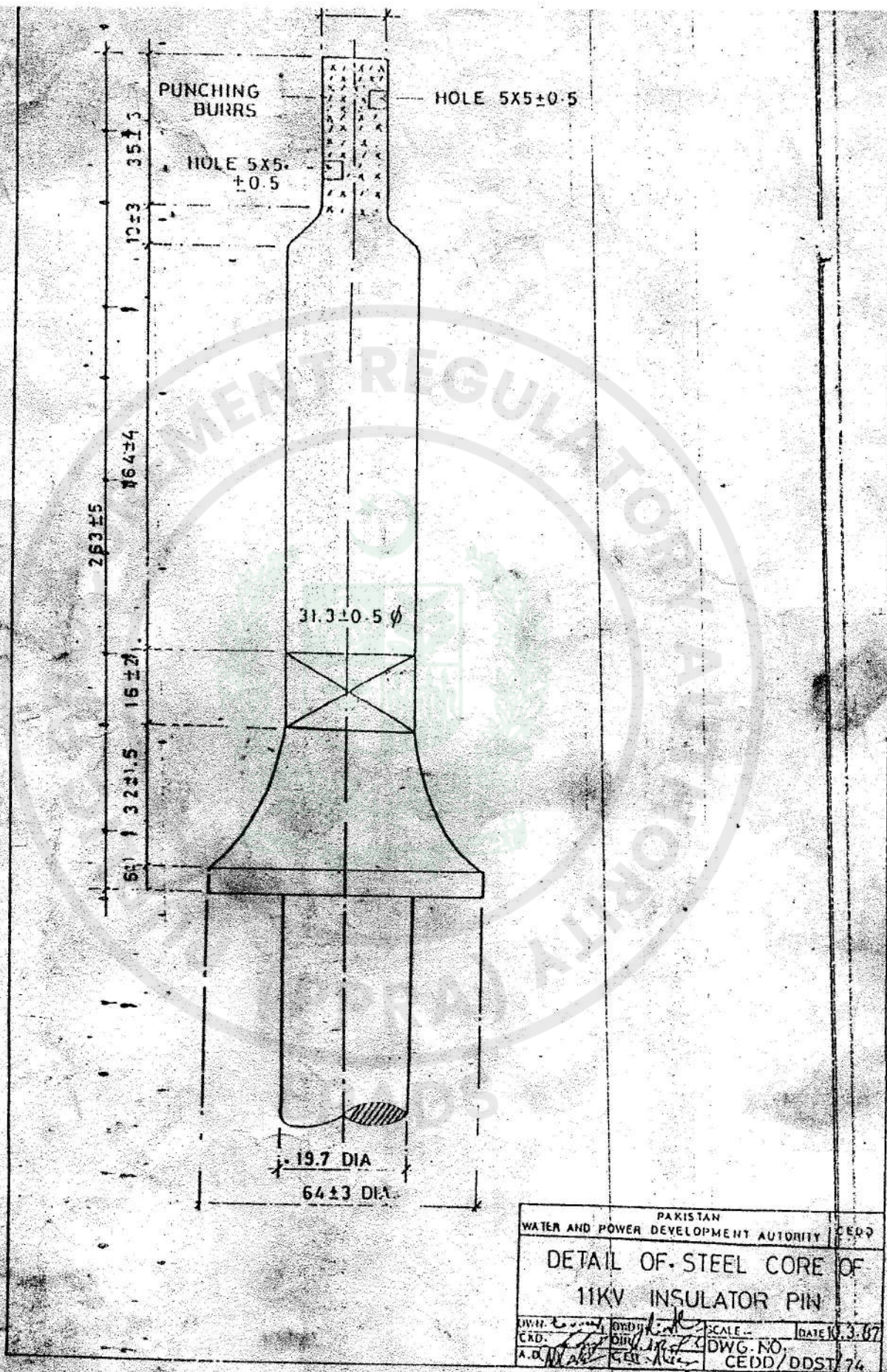
8.3 A sample of five units shall be taken at random from each lot for the following tests:

- i) Mechanical test
- ii) Galvanizing tests.

The lot shall be rejected if any unit fails in any of these tests.

9 MAKING

9.1 The collar of pin shall bear the manufacturer's symbol or identification mark.



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.