Standard Bidding Document

Single Phase AMR Smart Energy Meters (Goods)

International

Single Stage-One Envelope

November 10, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Gujranwala Electric Power Company Limited (GEPCO) (Gujranwala Electric Power Company Limited (GEPCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Gujranwala Electric Power Company Limited (GEPCO) (Gujranwala Electric Power Company Limited (GEPCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Single Phase AMR Smart Energy Meters**" with the reference of **"P192786"**

2. The **Gujranwala Electric Power Company Limited (GEPCO) (Gujranwala Electric Power Company Limited (GEPCO))** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee** 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/192786** 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 **Thursday, December 3, 2026 11:00 AM**. E-bids will be opened using **EPADS v2.0** on

the same day at **Thursday, December 3, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rule 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

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

2. Source of Funds

2.1 Source of funds is referred in Clause-2 I of Invitation for Bids.

3. Eligible Bidders

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

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

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

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

instructions issued by the Authority.

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

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

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

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2. have controlling shareholders in common; or

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

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

5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

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

3.4 A Bidder may be ineligible if –

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

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

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

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or submission of false or misleading information or performance failure or involved in disrupting procurement process or due to breach of bid Securing Declaration.

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

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

4. Eligible Goods and Related Services

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

5. One Bid per Bidder

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

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

6. Cost of Bidding

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

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 10.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

Section IX Integrity Pact

Section X Declaration of Beneficial Ownership Information.

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

8. Clarification of Bidding documents

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

8.2 The Procuring Agency will within two (02) working days after receiving the request for clarification, respond to any request for clarification through EPADS v2.0 provided that such request is received not later than three (03) days, prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 The Procuring Agency's response will be forwarded to all identified Prospective Bidders through EPADS v2.0, including a description of the inquiry,

but without identifying its source.

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

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

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

9. Amendment of Bidding documents

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

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

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

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

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

C. Preparation of Bids

10. Language of Bid

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

11. Documents and samples Constituting the Bid

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

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

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

Documentary evidence established in accordance with **ITB 03** that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

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

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

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

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods

provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

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

14. Form of Bid

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

15. Bid Prices

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

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

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

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

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

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

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 13.1** shall be the total price of the Bid.

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

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

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 42 (2) of the Public Procurement Rules, 2026.

17. Bids Validity Period

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

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

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

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids through EPADS v2.0,. The Bid Security provided under **ITB 17** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026.

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

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

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

18.5 The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:

a) a bank guarantee, a bank draft, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency;

b) a cashier’s or certified cheque; or

c) another security if indicated in the BDS.

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

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.7** are invoked.

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

a. the expiry of the Bid Security;

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

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

d. cancellation of procurement proceedings.

e. the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bid document stipulates that no such withdrawal is permitted.

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

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

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 16.2**; or

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

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

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0.

20. Format and Signing of Bid

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

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before bid submission deadline.

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

22. Deadline for Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

23. Opening of Bids

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

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

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

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

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

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

24. Clarification of Bids

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

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

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

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;
5. terms and conditions of Bidding documents.
6. change in the ranking of the Bidder

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

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the respective Bid Evaluation Committee will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;

2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;

3. is accompanied by the required securities; and

4. is substantially responsive to the requirements of the Bidding documents.

25.2 The respective Bid Evaluation Committee's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

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

1. affects in any substantial way the scope, quality, or performance of the Goods;

2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or

3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

26. Examination of Terms and Conditions; Technical Evaluation

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

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

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

27. Correction of Errors

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

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

2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

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

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

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

28. Conversion to Single Currency

28.1 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency in accordance with Rule 42(2) of Public Procurement Rules,2026.

29. Evaluation of Bids

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

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

i. Bids will be evaluated on lump sum bid basis or items wise or Lot wise (contracts), as specified in the BDS; and the Bid Price;

ii. correction of arithmetic errors in accordance with ITB 27;

30. Domestic Preference

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

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

31. Determination of Successful Bid

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

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

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

31.4 **Quality Based Selection (QBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk

management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second highest bidder and so on.

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

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

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

31.6 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(xxviii) of the Public Procurement Rules, 2026.

32. Abnormally Low Financial Bids

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

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

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

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

1. Comparing the Bid price with the cost estimate;

2. Comparing the Bid price with the Bid(s) offered by other Bidders submitting substantially responsive Bids; and

3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

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

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

32.7 Respective Bid Evaluation Committee may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

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

32.8 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the respective Bid Evaluation Committee will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

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

34. Negotiations

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

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

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

35. Procuring Agency's Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 45 of the Public Procurement Rules, 2026.

36. Cancellation of Procurement

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

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

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

38. Notification of Award

38.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on EPADS v2.0 in accordance with Rule 48 of the Public Procurement Rules, 2026.

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

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

39. Signing of Contract

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

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

40. Corrupt & Fraudulent Practices

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

F. Grievance Redressal & Complaint Review Mechanism

41. Constitution of Grievance Redressal Committee

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

In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 65(7) of the Public Procurement Rules, 2026 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

42. Mechanism of Blacklisting

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

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

43. Contract Management

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

44. Inspection of goods and evaluation of services.

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

45. Socio-economic development.

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

46. Environmental objectives

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

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Gujranwala Electric Power Company Limited (GEPCO) (Gujranwala Electric Power Company Limited (GEPCO))**

The subject of procurement is: **Single Phase AMR Smart Energy Meters**

Period for Provision of Goods:

Extension Period (if applicable):

Expected commencement date: **Friday, January 15, 2027**

BDS Clause Number 2
ITB Number 2.1

Source of funds [Enter source of funds]

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

Name and identification number of the Contract: **P192786**

Identification Number:

BDS Clause Number 3
ITB Clause Number 3.1

Eligible Bidder [Enter eligibility of bidder]

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Clause Number 4.1

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

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Monday, November 30, 2026
Pre-Bid Meeting: Tuesday, November 17, 2026 11:00 AM
Venue: 565-A, Model Town GEPCO Headquarter, Main G.T Road Gujranwala

ITB Number 8.2

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Monday, November 30, 2026
Pre-Bid Meeting: Tuesday, November 17, 2026 11:00 AM
Venue: 565-A, Model Town GEPCO Headquarter, Main G.T Road Gujranwala

ITB Number 8.3

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Monday, November 30, 2026
Pre-Bid Meeting: Tuesday, November 17, 2026 11:00 AM
Venue: 565-A, Model Town GEPCO Headquarter, Main G.T Road Gujranwala

ITB Number 8.5

Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the time, and date of the pre-Bid meeting:
[The meeting should take place not later than one weeks before the deadline for Bid submission.]

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

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

List of documents required along with the bid: No

BDS Clause Number 6
ITB Number 11.1

Documents required / not required with bid submission [enter list of documents] Samples required / not required with the bid [Enter the names and number of samples]
Items/Lots and their related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

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

BDS Clause Number 10
ITB Number 17.1

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

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security shall be in the Name of : **Chief Executive Officer Gujranwala Electric Power Company Limited (GEPCO)**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at**

Deposit, Bank Guarantee

ITB Number 18.2

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

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

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

565-A, Model Town, Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). before bid submission deadline.

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

The deadline for Bids submission is: **Thursday, December 3, 2026 11:00 AM**

Day *:* ***Thursday***

Date: ***Thursday, December 3, 2026***

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

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

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

Day *:* ***Thursday***

Date: ***Thursday, December 3, 2026***

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

ITB Number 29.2

The procuring agency shall consider the following:
lump sum bid basis; or
items wise; or

Lot wise (contracts),

ITB Number 30.1

BDS Clause Number 14
ITB Number 31.1

Domestic Preference [applicable / not applicable]

ITB Number 31.2

Selection technique adopted will be:
The Procuring Agency shall use any of the following evaluation techniques for determination of successful bid.

Least Cost Base Selection (LCBS)
Quality and Cost Based Selection (QCBS)
Quality Based Selection (QBS)
[Insert the Evaluation Technique]

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

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

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

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

ITB Number 42.2

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

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

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
FBR (GSTN)
Punjab (PRA)
SECP
PEC
AGPR (Gilgit-Baltistan Government)
DRAP
KPK (KPRA)
Registrar of Firms

Eligibility Criteria	Document

Pre-qualification/Registration with WAPDA/DISCOs/GENCOs/NTDC otherwise bidder will be declared ineligible	Yes
Valid Prototype Approval otherwise bidder will be declared ineligible	Yes
Detail of 02 Nos. Purchase Orders of Smart AMI Meters having total quantity of atleast 10% of LOT quantity supplied in local/international market	Yes
Performance certificate issued by procuring agency against Supplied AMI Meters.	Yes
Report of Average Annual turnover of Rs. 500 million (or equivalent of USD Dollar) during last 03 years duly Audited by Chartered Accountant Firm	Yes
Detail of Monthly Production Capacity of Single Phase AMR Meters	Yes
No Blacklisting Certificate otherwise bidder will be declared ineligible	Yes
A certificate that the firm is not involved in any litigation with GEPCO	Yes
Attached Signed & Stamped copy of Bidding Documents	Yes
NTN & GST (Active)	Yes
FCS Rate (in Pak Rupees) including 18% GST & all taxes (attach Price Schedule Performa)	Yes

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Evaluation Criteria

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

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	**70**
Technical Evaluation Criteria	
Pre-qualification/Registration with WAPDA/DISCOs/GENCOs/NTDC (Qualitative)(Doc Required)	10
Valid Prototype Approval of Single Phase Smart AMI Meters (Qualitative)(Doc Required)	40
Detail of 02 Nos. Purchase Orders of Smart AMI Meters (Qualitative)(Doc Required)	10
Performance certificate issued by procuring agency against Supplied AMI Meters. (Qualitative)(Doc Required)	10
Report of Average Annual turnover of Rs. 500 million (or equivalent of USD Dollar) during last 03 years duly Audited by Chartered Accountant Firm (Qualitative)(Doc Required)	10
Detail of Monthly Production Capacity of Single Phase AMR Meters (Qualitative)(Doc Required)	5

No Blacklisting Certificate (Qualitative)(Doc Required)	10
A certificate that the firm is not involved in any litigation with GEPCO (Qualitative)(Doc Required)	5

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Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Sample Quantity	Warranty
Single Phase AMR Smart Energy Meters	Multimeters	**Address:** 132-KV Grid Station Regional Store Shaheenabad, Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). **Schedule:** 90 Days **Quantity:** 17000/No. **Address:** 132-KV Grid Station Regional Store Shaheenabad, Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). **Schedule:** 120 Days **Quantity:** 17000/No. **Address:** 132-KV Grid Station Regional Store Shaheenabad, Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). **Schedule:** 150 Days **Quantity:** 16000/No.	50000/No.	11500000 PKR	1	24 Months

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Sample Quantity	Warranty
Single Phase AMR Smart Energy Meters	Multimeters	**Address:** 132-KV Grid Station Regional Store Shaheenabd , Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). **Schedule:** 90 Days **Quantity:** 17000/No. **Address:** 132-KV Grid Station Regional Store Shaheenabd , Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). **Schedule:** 120 Days **Quantity:** 17000/No. **Address:** 132-KV Grid Station Regional Store Shaheenabd , Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). **Schedule:** 150 Days **Quantity:** 16000/No.	50000/No.	11500000 PKR	1	24 Months

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Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: Single Phase AMR Smart Energy Meters

UNSPSC: Multimeters

Specifications / Requirementsss:

As per WAPDA / PPMC Specification No. DDS-65:2003 (Amended to date), DDS-98:2011 (Amended to date), DDS-110:2012 (Amended to date) and IEC 62055-31 (for relay)(Amended to date).

Item: Single Phase AMR Smart Energy Meters

UNSPSC: Multimeters

Specifications / Requirementsss:

As per WAPDA / PPMC Specification No. DDS-65:2003 (Amended to date), DDS-98:2011 (Amended to date), DDS-110:2012 (Amended to date) and IEC 62055-31 (for relay)(Amended to date).

Item: Single Phase AMR Smart Energy Meters

UNSPSC: Multimeters

Specifications / Requirementsss:

As per WAPDA / PPMC Specification No. DDS-65:2003 (Amended to date), DDS-98:2011 (Amended to date), DDS-110:2012 (Amended to date) and IEC 62055-31 (for relay)(Amended to date).

Item: Single Phase AMR Smart Energy Meters

UNSPSC: Multimeters

Specifications / Requirementsss:

As per WAPDA / PPMC Specification No. DDS-65:2003 (Amended to date), DDS-98:2011 (Amended to date), DDS-110:2012 (Amended to date) and IEC 62055-31 (for relay)(Amended to date).

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. Definitions

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

a. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

b. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 35 hereunder.

c. “Authority” means Public Procurement Regulatory Authority.

d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.

e. “Completion date” means the date of completion of the Contract by the Bidder as certified by the Procuring Agency.

f. “Procuring Agency” means:-

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

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

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

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

i. “Ancillary Services” means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;

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

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

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

m. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.

n. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

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

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

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

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

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

s. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

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

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

c. “Procuring Agency” means: -
any Ministry, Division, Department or any Office of the Federal Government;
any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;

2. Application and Interpretation

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

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

3. Applicable Law

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

4. Governing Language

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

5. Notices

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

6. Standard

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

7. Delivery/Location

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

8. Authorized Representatives / Authority of Member in charge

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

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

8. Effectiveness of Contract

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

9. Commencement of the Contract

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

10. Program

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

11. Starting Date/Expiration Date

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

11.2 Unless terminated earlier pursuant to Clause **GCC 16** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

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

13. Modification

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

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

14. Force Majeure

14.1 Definition

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

14.2 No Breach of Contract

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

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, such period shall not exceed sixty (60) days.

14.4 Payments

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

15. Termination

15.1 By the Procuring Agency

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

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

b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

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

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

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

15.2 By the Bidder

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

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

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

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

d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

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

16.2 Law Applicable to Goods

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

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

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

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

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

17.3 Prohibition of Conflicting Activities

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

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

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

18. Confidentiality

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

19. Insurance to be Taken Out by the Bidder

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

that such insurance has been taken out and maintained and that the current premiums have been paid.

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

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

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

(b) changing the Program of activities; and

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

21. Reporting Obligations

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

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 16.**

22.2 Correction for Over-payment

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

22.3 Lack of performance penalty

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

23. Performance Guarantee

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

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

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

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

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

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

24. Fraud and Corruption

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

25. Sustainable Procurement

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

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

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

29. Change in the Applicable Law

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

30. Services and Facilities

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

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

F. Payments to the Bidder

31. Contract Price

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

32. Terms and Conditions of Payment

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

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

33. Currency of Payment

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

G. Quality Control

34. Identifying Defects

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

35. Correction of Defects, and

Lack of Performance Penalty

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

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

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

36. Taxes and Duties

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

H. Settlement of Disputes

37. Alternate Dispute Resolution

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

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

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

38. Change Orders

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

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

39. Contract Amendenments

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

40. Sub-Contracts

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: **Gujranwala Electric Power Company Limited (GEPCO) (Gujranwala Electric Power Company Limited (GEPCO)), Manager 565-A, Model Town, Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).**

The Supplier is:

The title of the subject procurement is: **Single Phase AMR Smart Energy Meters**

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

Language:

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

Number of GC Clause 5

Notices:

The addresses for the notices are:

The Authority:

Gujranwala Electric Power Company Limited (GEPCO) (Gujranwala Electric Power Company Limited (GEPCO)), Manager
565-A, Model Town, Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).
+92-318-399-0066
mmmgepco@gmail.com

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:

Gujranwala Electric Power Company Limited (GEPCO) (Gujranwala Electric Power Company Limited (GEPCO)), Manager
565-A, Model Town, Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).
+92-318-399-0066
mmmgepco@gmail.com

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 **0.01%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

Instrument of Performance Guarantee shall be in the Name of : **Chief Executive Officer Gujranwala Electric Power Company Limited (GEPCO)**

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**

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

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

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

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Non-Payment Certificate

Delivery Challan & GRN duly signed by Dy. Manager (MM) regional Store

Acceptance of Performance guarantee by Manager (MM) GEPCO

Number of GC Clause 37

Following is the guidance for Dispute Resolution

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

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

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

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

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

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration in accordance with GCC clause 38.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation

and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P192786***

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

To: **Gujranwala Electric Power Company Limited (GEPCO) (Gujranwala Electric Power Company Limited (GEPCO)), Manager 565-A, Model Town, Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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

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

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

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

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

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Gujranwala Electric Power Company Limited (GEPCO) (Gujranwala Electric Power Company Limited (GEPCO)), Manager 565-A, Model Town, Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Single Phase AMR Smart Energy Meters (*P192786*)** 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: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **Gujranwala Electric Power Company Limited (GEPCO) (Gujranwala Electric Power Company Limited (GEPCO)), Manager 565-A, Model Town, Main G.T Road, Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Schedule of Prices

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Schedule of Prices** (page number: 76)

Signed & Stamped Copy of Bidding Documents

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Signed & Stamped Copy of Bidding Documents** (page number: 77)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 162)

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 163)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 165)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 166)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 168)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

SCHEDULE OF PRICES

Sr. No.	Description of Material	LOT No.	Unit	Qty. Required	Per unit rate [FCS] inclusive of GST & all taxes in pak Rupees (Rs.)	Total Price [FCS] inclusive of GST & all taxes in pak rupees (Rs.)
i	Single Phase Smart Energy AMR Meters	I	No.	50,000		
		II	No.	50,000		
		III	No.	50,000		
		IV	No.	50,000		

Note:
FCS means Free Delivery at the Consignee's Store i.e. GEPCO Regional Store 132-KV Grid Station Shaheenabad Main GT road Gujranwala.

STAMPED & SIGNATURE OF BIDDER

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

GUJRANWALA ELECTRIC POWER COMPANY

TENDER NO.	**: 52/MM/2026-27**
DATE OF RECEIPT OF TENDER	**: 03-12-2026**
TIME OF RECEIPT OF TENDER	**: 11:00 AM**
DATE OF OPENING	**: 03-12-2026**
TIME OF OPENING	**: 11:30 AM**
VALIDITY OF TENDER	**:120 DAYS**
VALIDITY OF BID SECURITY	**:150 DAYS**

FOR THE SUPPLY OF
SMART AMI SINGLE PHASE ENERGY METERS

Name of firm _____

_____

Tender will be received and opened on above mentioned date and time on EPADS (V 2.0)

Material Management Directorate GEPCO

GEPCO HEAD QUARTER, 565-A, Model Town GT Road Gujranwala, PAKISTAN

☎ +92-55-9200527

💻 mmmgepcoco@gmail.com

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SECTION-I

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB 1. Scope of Bid

1.1. The Purchaser as defined in the Bidding Data hereinafter called "the Purchaser" wishes to receive bids for the supply of Engineering Goods as described in these Bidding Documents and summarized in the Bidding Data hereinafter referred to as the"Goods".

1.2. The successful Bidder will be expected to supply the Goods within the time specifiedin the Bidding Documents.

1.3. All Goods to be supplied under the Contract shall have as their country of origin an eligible country as per Section-V of Bid.

1.4. For purposes of this Clause, the term "Goods" includes commodities, raw material,machinery, equipment, software, and industrial plants and Finished Products.

1.5. The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differssubstantially in its basic characteristics from its imported components.

1.6. The nationality of the firm that produces, assembles, distributes, or sells the goods shallnot determine their origin.

1.7. The bidding is open to International Competitive Bidding as indicated in the Bidding Data.

IB 2. Source of Funds

2.1. The source of funds is from "GEPCO's own sources".

IB 3. Eligible Bidders

3.1. This Invitation for Bids is open to Bidders from all countries as per Section-V of Bidding Document.

IB 4. One Bid per Bidder

4.1. Each Bidder shall submit only one bid either by himself. A bidder who submits or participates

in more than one bid (other than alternatives pursuant to Clause **IB 20**) will be disqualified.

IB 5. Cost of Bidding

5.1. The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB 6. Site Visit

6.1. The Bidders may visit, if require and inspect the Location of Delivery and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a Contract for Supply of Goods. All cost in this respect shall be at the bidder's own expense.

6.2. The Bidders and any of their personnel or agents will be granted permission by the Purchaser to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Purchaser, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB 7. Contents of Bidding Documents

7.1. The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause **IB 9**.

i. Instructions to Bidders
ii. Bidding Data Sheet
iii. Evaluation and Qualification Criteria
iv. Bidding Forms
v. Eligible Countries
vi. Schedule of Supplies
vii. General Conditions of Contract (GCC)
viii. Special Conditions of Contract (SCC)
ix. Contract Forms

7.2. The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to

Clause **IB 30**, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB 8. Clarification of Bidding Documents

8.1. Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may, before submission of bid, notify the Purchaser on E-Pads (V 2.0). The Purchaser will respond to any request for clarification which he receives through E-Pads (V 2.0) earlier than the stipulated time, stated in the Bidding Data E-Pads (V 2.0), prior to the deadline for submission of bids through E-Pads (V 2.0). Copies of the Purchaser's response will be forwarded to all Manufacturers.

IB 9. Amendment of Bidding Documents

9.1. At any time prior to the deadline for submission of bids, the Purchaser may, for anyreason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.

9.2. The amendment will be notified on E-Pads (V 2.0) through E-Pads to all prospective bidders who have received the bid schedule/bidding documents and will be binding on them.

9.3. The GEPCO, reserves the right to amend, add or delete any condition or clause existing in the tender documents/bid schedule, at any time and that changes shall be considered a part of the tender documents/bid schedule.

9.4. Any addendum thus issued shall be part of the Bidding Documents pursuant to **Sub-Clause 7.1** hereof and shall be communicated through E-Pads (V 2.0) . Prospective Bidders shall acknowledge receipt of each addendum in writing to the Purchaser.

9.5. To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may extend the deadline for submission of bids in accordance with Clause **IB 24.**

C. PREPARATION OF BIDS

IB 10. Language of Bid

10.1. The bid as well as all correspondence and documents related to the bid exchanged bya bidder and the Purchaser shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of

the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shallprevail.

IB 11. Documents Comprising the Bid

11.1. The Bid shall comprise the following:

a. Bid Submission Sheet and the applicable Price Schedules, in accordance with **ITB Clauses 12** and **14**;

b. Signed and stamped copy of issued bidding documents by bidder.

c. Bid Security or Bid Securing Declaration for Public Sector Enterprises in accordance with ITB 19;

d. Power of Attorney;

e. Alternative bids, if permissible, in accordance with ITB 20;

f. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;

g. Documentary evidence in accordance with ITB 14 establishing the Bidder's eligibility to bid;

h. Documentary evidence in accordance with ITB 15, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

i. Documentary evidence in accordance with ITB Clauses 16 that the Goods and Related Services conform to the Bidding Document;

j. Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

k. Any other document required in the **BDS**.

11.2. Bidders shall also submit proposals of supply and transportation methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB 12. Bid Prices

12.1. The Bidder shall submit the Form of Bid using the form attached herewith.This form must be completed without any alterations to its format, and nosubstitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2. Unless stated otherwise in the Bidding Documents (in Lots under Schedule B toBid), the Contract shall be for the whole of the Goods as described in Sub- Clause 1.1 hereof, based on the unit rates and/or prices submitted by the bidder.

12.3. The Bidders shall fill in rates and prices for all items of the Goods described inthe Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Purchaser when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules.

IB 13. Currencies of Bid and Payment

13.1. Bid prices shall be quoted in Pak Rupees on FCS basis without involving foreign currency component.

IB 14. Documents Establishing the Eligibility of the Bidder

14.1. To establish their eligibility in accordance with ITB 4, Bidders shall:

a. Provide the eligibility documents as per ITB Clause 3.

IB 15. Documents Establishing the Eligibility of the Goods

15.1. To establish the eligibility of the Goods in accordance with ITB Clause 1-3, Bidders shall complete the country of origin declarations in the Price ScheduleForms, & Appendices to Bid.

IB 16. Documents Establishing the Conformity of the Goods to the Bidding Document

16.1. The bidder shall submit with the bid all the guaranteed characteristics, technical data and technical information specified herein, covering all material required by the Technical Provisions, all of which shall comply with the BiddingDocuments and shall become a part thereof.

16.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technicaland performance characteristics of the Goods.

16.3. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Delivery and Completion Schedule, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Delivery and Completion Schedule of Supply.

IB 17. Documents Establishing the Qualification of the Bidder

17.1. The documentary evidence of the Bidder's qualifications to perform the contract,if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents.

IB.18 Bid Validity

18.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.27.

18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall bemade in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.19 in all respects.

IB.19 Bid Security

19.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bid Data Sheet in Pak Rupees.

19.2 The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt, Bank Draft, pay order or Bank Guarantee on specified Performa on non-judicial stamp paper, drawn on/issued by any scheduled Bank of Pakistan valid for 28 days beyond the bid validity date in favor of Chief Executive Officer GEPCO Gujranwala.

19.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by purchaser as non-responsive.

19.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible.

19.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security as mentioned in LOI along with his acceptance.

19.6 The Bid Security may be forfeited in the case of successful Bidder, if he fails within the specified timelimit to:

(i) Furnish the required Performance Security; or
(ii) Sign/Accept the Contract Agreement.

IB.20 Alternate Proposals by Bidder

20.1 No alternate proposal will be considered by the purchaser which is against the designs, specifications or other conditions of the bidding documents.

IB.21 Pre-Bid Meeting

21.1 The Purchaser may, on his own motion may held a pre-bid meeting on E-Pad (V 2.0) to clarify issues and to answer any questionson matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such pre-bid meeting.

21.2 The Bidders are requested to submit questions, if any, in writing and further clarification on E-Pads not later than seven (07) days before the Tender opening date on E-Pads.

21.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all bidders through E-Pads (V 2.0) of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bidmeeting.

21.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.22 Format and Signing of Bid

22.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

22.2 All Appendices and Schedules to Bid are to be properly completed and signed.

22.3 No alteration is to be not made in the Form of Bid nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bidmay be rejected.

22.4 Each Bidder shall prepare by filling out the forms completely and without alterations for the purpose of uploaded on E-Pads.

22.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clauses 11.1(a). All pages of the bid shall be initiated and stamped by theperson or persons signing the bid.

22.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Purchaser, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

22.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

22.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.23 Sealing and Marking of Bids

23.1 Each Bidder shall submit his bid as under:

(a) The ORIGINAL bid must be uploaded on EPADS V 2.0

(b) Hard copy of the ORIGINAL Bid Guarantee sealed in envelope shall be submitted to the office of the purchaser before the closing time.

23.2 The E-Bid shall:

(a) Be addressed to the Purchaser at the address provided in the Bidding Data;

(b) Bear the name and identification number of the Tender/Project/Contract as defined in theBidding Data; and

IB.24 Deadline for Submission of Bids

24.1 Bids must be uploaded on E-Pads (V 2.0) not later than the time and date stipulated in the Bidding Data.

24.2 The Purchaser may, at his discretion, extend the deadline for submission of bid guarantee by issuing an amendment on E-Pads (V 2.0) in accordance with Clause IB.9, in which caseall rights and obligations of the Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
Tenders must be uploaded on E-Pads as per stipulated time period duly mentioned in bidding documents.

IB.25 Late Bids

25.1

b) Delays in the mail, delays of person in transit, or delivery of a bid tothe wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of hisbid will be accomplished either in person, by messenger or by mail.

c) Bidder will himself be responsible for ensuring that his bid is submitted on E-Pads (V 2.0) accordance with the instructions stated herein. Any bid not submitted by the bidder by dead line prescribed for submission of bids will not be considered.

IB.26 Modification, Substitution and Withdrawal of Bids

26.1 No bid may be modified by a Bidder after the deadline for submission of E-bids.

26.2 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.19.

i) At any time prior to the dead line for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendments on E-Pads.

ii) The amendment will be notified on E-Pads to all prospective bidders and will be binding on them.

iii) The GEPCO, reserves the right to amend, add or delete any condition or clause existing in the tender documents/bid schedule, at any time and that changes shall be considered a part of the tender documents/bid schedule through E-Pads.

E. BID OPENING AND EVALUATION

IB.27 Bid Opening

27.1 The Purchaser will open the bids on E-Pads, including withdrawals, substitution and modifications made pursuant to Clause IB.26, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.

27.2 The Bidder's name, bid security detail and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening of bids.

IB.28 Process to be Confidential

28.1 after bid opening further process will be carried out through E-Pads V2.0 and any other Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least five (05) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a Bidder to influence the Purchaser's processing of bids or award decisions may result in the rejection of such Bidder's bid. Whereas any Bidder feeling aggrieved may lodge clarification on E-Pads V2.0 not later than seven (07) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

No Tenderer shall contact purchaser on any matter relating to his Tender from the time of Tender Opening until Procuring Agency shall announce the result of bid evaluation on E-Pads giving justification for acceptance/rejection of bids. Any effort by a Tenderer to influence purchaser in the Tender Evaluation, Tender Comparison or Contract Award decision(s), may result in rejection of his Tender.

IB.29 Clarification of Bids

29.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought,offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with Clause IB.32.

IB.30 Examination of Bids and Determination of Responsiveness

30.1 Prior to the detailed evaluation of bids, the evaluation committee on E-Pads v 2.0 will determine whethereach bid is substantially responsive to the requirements of the Bidding Documents.

30.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the BiddingDocuments, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Goods; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the
Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presentingsubstantially responsive bids.

30.3 If a bid is not substantially responsive, it will be rejected by the E-Pads V2.0 Evaluation committee, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.31 Correction of Errors

31.1 Bids determined to be substantially responsive will be checked on E-Pads V 2.0 by the Purchaser.
(a) There is no provision of correction of error on E-Pads V 2.0 by the Purchaser.

31.2 If the Bidder does not accept the quoted Bid Price, its Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 19.6(ii) hereof.

IB.32 Evaluation and Comparison of Bids

32.1 The bid will be evaluated in accordance with the bid evaluation committees as per PPRA Rules 2026, 11,12 & 13 to determine the substantially responsive against Clause IB.30.

32.2 The evaluation reports will be maintained on E-Pads V 2.0 and may be viewed on E-Pads.

IB.33 Post Qualification of the Bidder

33.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

33.2 The determination shall be based upon an examination of the documentaryevidence of the Bidder's qualifications submitted by the Bidder.

33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder.

IB.34 Award of Contract

34.1 Subject to Clauses IB.35 and IB.39, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price and who has been declared as Most Advantageous Bidder**,** provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 33.2.

34.2 The evaluation committee, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, mayrequire the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

IB.35 Purchaser's Right to accept any Bid and to reject any or all Bids

35.1 Notwithstanding Clause IB.34, the Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.

35.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods originally specified in Delivery and Completion Schedules, provided this does not exceed the percentages indicated in the Bidding Data, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

IB.36 Notification of Award

36.1 Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful Bidder in writing ("Letter of Acceptance/Letter of Intent") that his Bid has been accepted. This letter shall name the sum which the Purchaser will pay the Contractor in consideration of the delivery of Goods by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

36.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Purchaser may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.

36.3 The notification of award and its acceptance by the Bidder within 15-days or whatever days mentioned in the LOI will constitute the formation of the Contract, binding the Purchaser and the Bidder till signing ofthe formal Contract Agreement.

36.4 Upon furnishing by the successful Bidder of a Performance Security, the Purchaser will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.37 Performance Security

37.1 The successful Bidder shall furnish to the Purchaser a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 07 days after the issuance of UDIL Certificate.

37.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.37.1 or Clauses IB.38 or IB.40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.38 Signing of Contract Agreement

38.1 Within 15 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Purchaser will send the successful Bidder the Purchase Order in the form provided in the Bidding Documents, incorporating all agreements between the parties on E-Pads V2.0.

38.2 The formal Purchase Order between the Purchaser and the successful Bidder shall be executed within 14 days of the receipt of the LOI by the successful Bidder on E-Pads V 2.0.

38.3 Purchase order issued to the bidder shall be construed to be the contract.

IB.39 General Performance of the Bidders

39.1 The Purchaser reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as reported by the purchasers of the previously awarded contracts, interalia, reject his bid and proceed in accordance with IB-19 to take such action as may be deemed

appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Goods.

IB.40 Integrity Pact

40.1 The Bidder shall sign and stamp the Integrity Pact provided at Appendix-G to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees Fifty million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.41 Instructions not Part of Contract

41.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their bids.

IB.42 Margin of Preference

42.1 Unless otherwise specified in the Bidding Data, no margin of preference shall apply. Domestic Preference shall be applicable in case of International Competitive Bidding as per policy of the government, in accordance with the procedure given in the Bidding Data.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

IB 43. Constitution of Grievance Redressal

43.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint as per Public Procurement Rules 2026 (Rule-65) and PPRA Letter No. 5(4)/HR/PPRA/2025 dated: 29-09-226. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.

IB 44. GRC Procedure

44.1 Any party can file its complaint on E-Pads V 2.0 against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline on E-Pads V 2.0.

44.2 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a complaint on E-Pads V 2.0 concerning his grievances not later than seven days of the announcement of technical evaluation report.

44.3 In case, the complaint is filed against the technical evaluation report, the GRC may stop the procurement proceedings.

44.4 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:

44.5 Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

44.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.

44.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of PPRA Authority on prescribed format after depositing the Prescribed fee.

44.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties.

44.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.

44.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.

44.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

G. MECHANISM OF BLACKLISTING

IB 45. Mechanism of Blacklisting

45.1 The blacklisting committee of Procuring Agency shall bar for not more than the time prescribed in Rule-25 of the Public Procurement Rules, 2026 (amended to date) from participating in their respective procurement proceedings.

46.1 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

45.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

45.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

45.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

45.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency

for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

45.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

45.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.

45.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.

45.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition

45.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.

45.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION-II

BID DATA SHEET

BID DATA SHEET

This Section includes provisions that are specific to each procurement and that supplement Section-I, Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in Section- I.

A. INTRODUCTION	
IB 1.1	Name and address of the Purchaser Name: Office of Manager (MM) GEPCO 565-A, Model Town GT Road GEPCO Gujranwala. 055-9200527 Tender No. 52**/MM//2026-27**
IB 1.7	The Bidding is open to International Competitive Bidding (ICB) through Single Stage - Single Envelope Procedure.
IB 2.1	Financing shall be from GEPCO's own resources.
B. BIDDING DOCUMENTS	
IB 7.2	Bidders should ensure that they have received the complete set of the Bidding Documents. Every Bid is deemed to be made on the basis of all of the Bidding Documents, including any Addenda. The Purchaser accepts no responsibility for any Bidder lacking a complete set of Bidding Documents or any other information.

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IB 8.1	The details presented in the Bidding Documents have been compiled with all reasonable care, however, it is the responsibility of the Bidder to satisfy himself that the information given in each section is adequate and that there is no conflict between various clauses/sections/ Specifications. In case of any variation, the same may be referred to the Purchaser through E-Pads (V 2.0) for clarification/ decision before at least 07 days prior to due date of submission of Bid. The decision on E-Pads from the Purchaser shall be final and conclusive. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension on E-Pads (V 2.0) in the deadline for submission of Bids.
C. PREPERATION OF BIDS	
IB 10.1	The Bid with all accompanying documents and all communications in relation to or concerningthe Bidding Process shall be in **English** language and strictly on the forms provided in the Bidding Documents. In case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Bid, the translation in English shall prevail. Any portions of Bids that are not in English may not be evaluated. Failure to comply with this may disqualify aBid.
IB 11.1	The E-Bids submitted by the Bidder shall be prepared and containing the bid comprising the following documents: a) Duly filled-in Form of Bid along with Schedules to Bid b) Covering Letter c) Bid Security d) Complete specifications (schedule of technical data) with supporting documents, brochures of the offered items. If specifications/model do not meet the tender requirements, offered material shall not be entertained. e) Copies of original documents defining the constitution or legal status, place of registration and principal place of business. A list showing the location of head office along with those of branch offices. f) Business Registration License along with copies of documents defining the constitution orlegal status, place of registration and principal place of business. g) Written Power of Attorney, authorizing the signatory of the bid to act for and on behalf of the Bidder as authorized representative. h) Authority to seek reference from the Bidder's banks. i) Documentary evidence in support of the qualifying requirement as stipulated in IB 3 above. j) A list of clients to whom the bidder has done or been doing business during last three years along with the Names, Addresses and Phone Numbers. k) Delivery Schedule on the prescribed format
IB 12	The prices quoted by the Bidder on E-Pads v 2.0 shall be **Firm & Final** and shall not be adjustable.

IB 13.1	The Bidder shall quote prices in Pak Rupees.
IB 16.1	To establish the conformity of the Goods to the Bidding documents, the Bidder shall furnish a detailed description of the essential technical and performance characteristics of the equipment as per relevant technical specifications and any other information, documents required by the Bidding documents or the Purchaser.
IB 16.2	No Bidder shall be allowed any deviations and exceptions to the provisions of the Technical Specifications. Any misrepresentation, misstatement in this regard may result in rejection of the Bid and termination of the contract in case of award.
IB 18.1	The period for validation of Bid will be minimum **120 days** after the date of Bid opening. A Bid valid for short period shall be liable of rejection.
IB 19.1	In order to be considered, the tender must be accompanied by a bid security/guarantee having amount and validity as mentioned in Price Schedule (Section-IV) in the form of Call Deposit Receipt, Bank Draft, Pay order or Bank Guarantee on specified Performa on non-judicial stamp paper, drawn on/issued by any scheduled Bank of Pakistan **in favour of Chief Executive Officer GEPCO Gujranwala**. The bid security/guarantee from any insurance company/non-scheduled Bank will not be acceptable in any case and bid will be liable to rejection. In case, the tenderer withdraws his tender/offer during the period of tender validity or successful tenderer fails to furnish the required performance guarantee/security or sign the contract agreement/ acknowledgement of purchase order, the amount of bid bond/tender security will be forfeited in favour of GEPCO, however Public Sector Enterprises (PSE) will be treated as per rules. The photocopy of bid/tender security will not be accepted. The bid not accompanied with the requisite bid security as mentioned above will be considered non-responsive. In case of International OEM Manufacturer, Bid Security issued on behalf of International OEM Manufacturer or on behalf of local partner or on behalf of Joint JV will all be acceptable. No joint bid guarantee will be accepted and same will be treated as non-responsive.
IB 19.2	i. A bank guarantee shall be on a non-judicial stamp paper in the format provided in bidding document or in the form of Call Deposit Receipt, Bank Draft, Pay Order by any reputable scheduled bank of Pakistan valid for a period 28 days beyond the Bid Validity date. ii. The Bid security shall be drawn in the favor of Chief Executive Officer GEPCO
IB 20	Alternative proposals are not allowed.
IB 22.4	The Bidders Shall submit Original Bid on EPADS.

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IB 22.5	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: a) Power of Attorney on Judicial stamp paper duly attested by Notary Public b) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid.

D. SUBMISSION OF BID	
IB. 23.1	**Uploading and marking of bid** Sub-Clause 23.1 is substituted by the following: "The Technical Bid and Price Bid (comprising the relevant documents as stated under Sub- Clause IB. 11.1) shall be combinedly prepared. The ORIGINAL Technical Bid and Price Bid shall be uploaded on E-Pads V 2.0
IB 23.2 (a)	Bid must be uploaded on E-Pads V 2.0 for the purpose of Bid submission.
IB 23.2 (b)	**Title of the Procurement:** "**Tender No: 52/MM/2026-27 FOR** THE SUPPLY OF SMART AMI SINGLE PHASE ENERGY METERS ".
IB 24.1 (a)	Deadline for Submission of Bid: Date: 03-12-2026 Time: 11:00 AM i. The bid must be submitted on EPADs V2.0 upto 11:00 AM and opened at 11:30 AM on above prescribed date on EPADS. ii. One Hard Copy of Bid Guarantee along with original Bid Guarantee/Security must be received up to **11:00 AM** by the purchaser at the address specified hereto not later than the time and date mentioned in the Invitation to Tenderers. "The Manager (Material Management) GEPCO 565-A Model Town GT Road GEPCO Gujranwala" iii. The purchaser may, at his discretion, extend the dead line for submission of tenders by issuing an Addendum, in which case all rights and obligations of the purchaser and tenderer previously subject to the original dead line will thereafter be subject to the dead line as extended.

IB 24.1 (b)	**SUBMISSION OF BID.** i. All Bids shall be submitted on EPADS V2.0 electronically. ii. The bid and other enclosed documents uploaded on E-Pads shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature shall be initialed by the person or persons signing the bid. iii. The uploaded bid shall contain no interlineations, erasures or over-writing except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid. iv. Incomplete bid shall liable to be rejected.
E. BID OPENING AND EVALUATION	
IB 28	Process to be Confidential
IB 28.2	Bidders and their respective agents, manufacturers/suppliers, representatives and anyone else on behalf of the Bidder will not communicate or attempt to communicate directly or indirectly with the Purchaser, including any employees, directors, officers, agents or representatives of any of them during any part of the Competitive Bidding Process, except as expressly directed or permitted by the Purchaser. Bidders will also not engage in any form of political or other lobbying whatsoever with respect to their Bids, or otherwise attempt to influence the outcome of the Competitive Bidding Process. In the event of any such communications or lobbying, Purchaser may at any time reject any Bid by that Bidder without further consideration.

IB 29.1	i. The Purchaser's request for such clarifications through E-Pads, additional information or modifications may be made for information that has been partially or completely omitted from a Bid. However, the Purchaser does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. ii. If the Purchaser request clarifications, additional information or modifications from a Bidder, such requests will be forwarded to the applicable Bidder in writing. The Purchaser may consider and take into account any and all additional information or clarification provided by a Bidder in response to such requests in the same manner and to the same extent as if that information or clarification was part of such Bidder's original Bid. However, the Purchaser will not consider any information provided after the ClosingTime that is not in response to a request.
IB 30.1	i. The Purchaser may refuse to consider, remove from the evaluation process entirely and to reject out right any Bid that the Purchaser determines is materially incomplete, obscure or irregular, that contains exceptions or variations not acceptable to the Purchaser or that omits any material information required to be submitted by the Bidding Documents. ii. The evaluation of various experience criteria shall be done on the basis of certificates (issued by Order Placing Authority clearly indicating the date of issue) submitted by the Bidder for which responsibility to furnish necessary documentary proof rests on participating Bidder. It is not obligatory on the part of the Purchaser to seek any clarification or ask for submission of any certificate towards experience in case required documents are not enclosed with the Bids. The Purchaser will not be responsible if the Bid is considered non-responsive and rejected in the absence of such certificates.
IB 30.2	The Purchaser reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.
IB 30.3	If a Bid in the Purchaser's opinion is materially incomplete, obscure or irregular, contains exceptions or variations not acceptable to Purchaser or omits any material information required to be submitted by the Bidding Documents, then the Purchaser (taking into account the number of compliant Bids that were actually received) may waive such non-conformance with the requirements of this Bidding Documents on such terms and conditions as the Purchaser may consider appropriate, even if any such non-conformance or failure to comply with the requirements of this Bidding Documents would otherwise render such Bid null and void. The decision of the Purchaser in this matter shall be final and binding on the Bidders.

IB 32.1	The Technical & Commercial Evaluation committee will evaluate the Bids, including all clarifications, additional information, modifications and negotiated changes, by applying the Eligibility and Qualification Criteria.Without limiting the particular criteria, the committee may take into account the following in the Evaluation of Bids: i. Non-performance by a Bidder on previous contracts with Purchaser or others; ii. The quality of a Bidder's performance on previous contracts with Purchaser or others; iii. Anticipated or ongoing claims with or in connection with a Bidder; iv. Any security of safety concerns which Purchaser may have in respect of a Bidder or its facilities, subcontractors or suppliers; v. Any knowledge of or experience with a Bidder or its principals, directors, officers and employees. The Purchaser/committee may independently verify any information (including conducting credit, reference and other checks with respect to a Bidder) and consider such findings in its evaluation.
IB 32.2	Evaluation/comparison will be carried out on lot wise FCS unit price basis.
IB 33.1	The Purchaser will determine to its satisfaction whether the Bidder is qualified to satisfactorily perform the contract. The Purchaser shall be the sole judge in this regard and the Purchaser's interpretation of the Qualification Requirement shall be final and binding.

IB 33.2	The Purchaser reserves the right to assess the capacity and capability of the Bidder, to successfully execute the scope of work covered under the Bidding Documents within stipulated completion period. This assessment shall include (i) document verification; (ii) Bidders work/manufacturing facilities visit; (iii) (manufacturing capacity, details of work executed, work in hand, anticipated in future and the balance capacity available for the presentscope of work; (iv) details of plant & machinery, manufacturing and testing facilities, and financial resources; (v) past experience and performance; (vi) customer feedback (vii) Banker's feedback etc.
IB 35.1	Competent authority reserves the right to accept or reject any offer or a part thereof without assigning any reason. The offer received incomplete or not in accordance with the conditions/specifications will not be entertained. The Purchaser reserves the right to reject any Bid on the following accounts: Bid is not received by the due date and time specified. i. Bid is not accompanied by Bid security as specified in the document; Bid security is inadequate; Bid guarantee is not in the specified format. ii. Bid does not cover the complete scope of supply with all accessories. iii. Bid does not contain all required particulars as per Schedules & Forms prescribed in the Bidding documents. iv. Deviations, conditionality or reservations have been introduced to any part of the Bidding documents which may not be acceptable to the Purchaser in its sole discretion. v. Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid. vi. Bid does not meet minimum acceptable standards of completeness, consistency and detail. vii. The firm that is blacklisted by PPMC, NTDC, WAPDA, DISCOs or is defaulter in any previous order and/or contract. viii. If any time it is found that a material mis-representation of facts is made or uncovered; the information submitted by the Bidder concerning his qualification was false and materially inaccurate or incomplete.
IB 35.2	GEPCO reserves the right to increase/decrease the Tender/PO quantities up to 15% at the time of issuance of LOI/Purchase Order, till the completion of supply or within Six (06) months from issuance of Purchase order whichever is later.
IB 37.1	The successful bidder/tenderer irrespective of private/public sector enterprises shall furnish to the purchaser a Performance Bond/Security in the shape of Bank Guarantee/Bond, Bank Draft, Pay Order or CDR from a scheduled Bank of Pakistan, from a foreign bank duly counter-guaranteed by a Scheduled Bank or from a foreign bank duly counter-guaranteed (under written) by a Scheduled Bank in Pakistan in favour of Chief Executive Officer GEPCO valid for a period of 24 months from the date of delivery (extendable up to extent of required warrantee period) from the receipt of last consignment equal to 05%

	of the total value of contract with the acceptance of Letter of Intent within 15-days from the date of issuance of Letter of Intent/Notification of Award. Performance Bond/Security in the shape of Bank Guarantee/Bond shall be furnished on non-judicial stamp paper of value as prescribed by the government. However, it is supplier's responsibility that above Performance Bond/Security must be got extended from concerned bank as per required period before its expiry up to the required warranty period of material. In case of non- receipt of extension, the security will be encased in favor of GEPCO. The performance bond/security shall be furnished along with the acceptance of Letter of Intent (LOI) on or before time specified in LOI before the issuance of the formal purchase order. Non-compliance may tantamount to cancellation of LOI & bid money will be confiscated in favor of GEPCO and black listing/debarring of firm, however, in case of delay in submission of performance guarantee as date specified in letter of intent, the delay period will be deducted from the delivery period.
IB 42.1	Margin of preference or Domestic Preference shall apply as per detail mentioned in Evaluation Criteria (Section-III).

Section III.

Evaluation and Qualification Criteria

Evaluation Criteria & Qualification Criteria

In addition to evaluation parameters stated in clause 32 of ITB the following evaluation criteria and method shall be used for the purpose of evaluation of this tender as contained in Public Procurement Rules 2026 (Rules-11,12 & 13) and PPRA Letter No. 5(4)/HR/PPRA/2025 dated: 29-09-226.

SCOPE:

The committee will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Further, any bid not conforming to the qualification criteria mentioned herein shall not be considered for further evaluation.

1. **Bids Comparison:**

   The tenderer will quote full tender quantity for any lot or for all lots. The bid having less than 100% of the lot quantity will not be accepted and bid will be liable to rejection.

2. **Basis of Price Comparison:**

   Evaluation/comparison will be carried out on lot wise FCS unit price basis.

QUALIFICATION CRITERIA

A. During Technical Evaluation, following aspects will be taken into account: -

   i. In case of Local Manufacturer /Foreign International Manufacturer OEM (Original Equipment Manufacturer), bidder must be prequalified/registered with DISCO's/NTDC/WAPDA in relevant category. The bidder must have Active Sales Tax Status in FBR. The supplier must submit following documents along with bid:-
      a) Complete profile (including business portfolio, website, email address, contact numbers etc.).
      b) Detail of at least 02 Nos. purchase orders of SMART AMI Meters (Single/Three Phase) having total quantity of at least 10% of lot quantity supplied in Local/International market.
      c) Supply record (Goods Receipt Note) issued by purchaser of meters.
      d) Copy of Valid prototype approval as per latest specification DDS-65:2003, DDS-98:2011, DDS-110:2012 (all amended to date) and IEC 62055-31 (for relay) from Chief Engineer (S&S) NTDC Lahore.
      e) The participating bidder must have an average annual turnover of Rs. 500 Million (or equivalent in USD) during last three years.
   ii. In case of international OEM (Original Equipment Manufacturer), a foreign Bidder must provide a certificate certifying that the bidder will establish its local office in Pakistan for correspondence and storage of spare parts/guarantee warranty meters in case of award of contract preferably within 120 days of issuance of Purchase Order with the availability of trained team well conversant with AMI Meters. Moreover also required Complete profile of the international manufacturer (including business portfolio, annual turnover, website, email address, contact numbers etc.) along with bid.

B. Bidder/Tenderer will submit a certificate that the firm is not black listed/debarred from WAPDA/DISCO's/GENCO's/NTDC/any Government/Public department at the time of submission of bid at present.
C. Bidder/Tenderer will submit a certificate that the firm is not involved in any litigation with GEPCO at present. In case of any relief granted by the Court of Law, the certified copy of decision of court must be attached with the bid, otherwise, the bid is liable to be considered non-responsive.
D. Previous performance will be taken into account while evaluation of the bid.
E. Financial Evaluation/comparison will be carried out on lot-wise FCS unit price basis.
F. Domestic preference will be observed while evaluation of bids as per relevant ***clause.***
G. Pakistani / International bidders shall be on Active Taxpayers List (both Income Tax and Sales Tax) of the Federal Board of Revenue. International bidders will get themselves registered from relevant tax authorities after award of contract, as required under law of Pakistan. Bidder will submit undertaking regarding this at the time of bidding and will share the proceedings regarding his registration status with the Purchaser (i.e. Application status, Fees submission etc.) in FBR before issuance/signing of P.O./Contract Agreement, after it is declared as "Most advantageous Bidder".

The bidder shall submit an unconditional "Comfort Letter" along with their bid from a schedule bank (the Bank) in Pakistan to extend banking facilities to the bidder including but not limited to opening of Letter of Credit, making payment through direct disbursement procedure, retirement of the shipping documents, issuance of electronic import form (EIF) for custom clearance purposes, in case of award of Contract. GEPCO however, shall bear no risk in case of non-commitment by the Bank after award of contract. Further, it shall not be binding upon GEPCO to avail banking facility from the particular Bank.

DOMESTIC PREFERENCE

Domestic preference shall be applicable in accordance to SRO.827(I)/2001 dated 3.12.2001 issued by Ministry of Commerce Govt. of Pakistan with the following detail: -

i. In the comparison of evaluated Bids, the Goods manufactured in Pakistan, will be granted a margin of preference in accordance with the following procedures, provided the Bidder shall have established to the satisfaction of Employer that the manufacturing cost of such Goods includes a domestic value addition equal to or more than at least 20% of the ex-factory Bid price of such Goods. Bidders applying for domestic preference shall fill in Appendix C to these Instructions to substantiate their claim.
ii. For Goods manufactured in Pakistan, the Bidder's documentary evidence to ascertain that the manufacturing cost of such Goods includes a domestic value addition equal to or more than at least 20 % of the ex-factory price of such Goods, shall be attested and confirmed by the Ministry of Commerce OR Engineering Development Board (EDB) or any other relevant department, whom so ever is authorized to determine such matters to the extent of granting such certifications.
iii. The purchaser will first review the Bids to determine, the Bid group classification as follows:

a. **Group 'A' Bid.** For Goods for which labour, raw materials and components from within Pakistan account for at least 20% of the ex-factory bid price of the products offered (ii) For Goods for which labour, raw materials and components from within Pakistan account for over20% and up to 30% of the ex-factory bid price of the products offered (iii) For Goods for which labour, raw materials and components from within Pakistan account for over 30% of the ex-factory bid price of the products offered;

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b. **Group 'B' Bid.** For Goods manufactured in Pakistan for which the domestic value added in the manufacturing cost is less than 20% of the ex-factory bid price; and

c. **Group 'C' Bid.** For Goods of foreign origin.

iv. The comparison shall be ex-factory price of the Goods to be offered from within Pakistan (such prices to include all costs as well as custom duties and taxes paid or payable on raw materials and components incorporated or to be incorporated in the Goods) and the DDP (CIF + Customs duty, sales tax and other import charges) Pakistan seaport price of the Goods to be offered from outside Pakistan.

v. The lowest evaluated Bid of each Group shall first be determined by comparing all evaluated Bids in each Group among themselves taking into account:
   a. In the case of Goods manufactured in Pakistan, sales tax, local body charges and other similar taxes which will be payable on the furnished Goods in Pakistan.
   b. In the case of Goods of foreign origin offered from abroad, customs duties, sales tax and other import charges which will be payable on furnished Goods in Pakistan.
   c. In the case of Goods of foreign origin already located in Pakistan, customs duty, sales tax and import charges on CIF price as applicable for Sub-Clause v.(b) here above.

vi. The price preference to Group A bids will be:
   a. 15% of the ex-factory bid price, if the value addition through indigenous manufacturing is at least 20%;
   b. 20% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 20% and up to 30%; and
   c. 25% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 30%.

vii. The applicable price preference i.e., as per Sub-Clause vi. here above will be applied to Group A Bid by reducing the ex-factory bid price.

The computation for the purpose of domestic preference mentioned above and award of contract shall subject to change, if any, as per policy of the Federal Government as applicable on the date of bid opening.

CERTIFICATES

Following certificates to be attached with bid.

1. **Pending Litigation**

   Bidder/Tenderer will submit a certificate that the firm is not involved in any litigation with GEPCO at present. In case of any relief granted by the Court of Law, the certified copy of decision of court must be attached with the bid, otherwise, the bid is liable to be considered non-responsive.

2. **Blacklisting/Debarment**

   The local/foreign Bidder/Manufacturer will submit a certificate that the firm is not black listed/debarred from WAPDA /DISCOs/GENCOs/NTDC/PPMC/International financial institution /International Institution,organization/foreign country at present, otherwise, the bid will be declared as non-responsive.

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Section IV.

Bidding Forms

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Submission Sheet

Date: _____

Tender No.: _____

To:
Manager (Material Management),
GEPCO H/Q, 565-A Model Town GT Road
Gujranwala, Pakistan.
Tel: +92-55-9200527
Fax: +92-55-9200528

We, the undersigned, declare that:

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

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

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

(d) If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amount, and within the times specified in the bidding documents.

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

(f) Our firm, its affiliates or subsidiaries, for any part of the Contract, has not been declared ineligible by NTDC/WAPDA/PPMC/DISCOs.

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

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

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

Signed _____

Name _____

In the capacity of _____

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

Dated _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Price Schedule

Name of Bidder _____ Tender Number_____

S#	Description of Stores	WAPDA/PPMC Specification (Amended to date)	Tender Quantity (Nos.)		Rate per unit for free delivery at GEPCO Consignee stores (FCS basis), inclusive of all taxes/duties Charges and General Sales Tax. (Rs.)
1	Static single phase, 2 wire, 240-V, 10/40 Amp, 50Hz, Accuracy Class 1.0 programmable Smart AMI Energy Meters with 3G GSM/GPRS modem (PTA verified)	As per relevant NTDC (S&S) DDS-65:2003, DDS-98:2011, DDS-110:2012 (all amended to date) and IEC 62055-31 (for relay) with remote disconnect/reconnect feature against Non-Payments and Load Limiting/ Exceeding Sanctioned Load.	**Lot-i**	**50,000**	
			Lot-ii	**50,000**	
			Lot-iii	**50,000**	
			Lot-iv	**50,000**	

Bid security

Required Amount: Rs. 11.500 Million for lot-i, Rs. 11.500 Million for lot-ii, Rs. 11.500 Million for lot-iii and Rs. 11.500 Million for lot-iv
Required Validity of Bid Security: 120 days (after the date of opening of tender)
The bid security is attached as per detailed below: -

Bid Security No. _____ dated _____
amounting to Rs. _____ with the validity up to _____
issuing by _____

NOTE:-

i. The quoted price for free pick up & delivery at GEPCO Consignee Stores including GST, Taxes & Duties (if any) and 0.5% Inspection Charges will be firm & final quoted on E-Pads V 2.0.
ii. Fill all the forms under Section-IV OR any other forms available in bidding documents. Those forms which are prepared on firm's letter head will not be entertained.
iii. The uploaded bid and other enclosed documents shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract.
iv. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid shall be initialed and signed.

v. GEPCO reserves the right to increase/decrease the quantities up to 15% through variation order/repeat order after issuance of purchase order during the currency of the contract (currency of the contract means delivery of last consignment in concerned store).

Name _____

In the capacity of _____

Signed _____

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]
Beneficiary:
Chief Executive Officer GEPCO
Tender No._____
Amount PKR:_____(in words_____)
Issue Date:_____
Expiry Date:_____
BID GUARANTEE No.:*[insert number]*

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

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

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

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
(b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
(c) does not accept the corrections of errors in accordance with ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) **thirty (30) days** after the expiration of the Bidder's bid.

Consequently, we must receive any demand for payment under this guarantee at the office on or before that date.
Name _____
In the capacity of _____
Signed _____
Duly authorized to sign the Bid Security for and on behalf of _____
Date_____

Manufacturer's Experience *(if applicable)*

Date: _____

Tender No.: _____

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

Signed & Stamped

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Bidder's Experience

Date: _____

Tender No.: _____

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

Signed & Stamped

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Pending Litigation

Each Bidder must fill in this form

Pending Litigation			
Year	**Matter in Dispute**	**Value of Pending Claim in Pak Rupees**	**Value of Pending Claim as a Percentage of Net Worth**

Signed & Stamped

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Average Annual Turnover

Each Bidder must fill in this form

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

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

Signed & Stamped

Current Contract Commitments in Progress

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

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

Signed & Stamped

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(ANNEXURE-I)

(AS PER PPRA REGULATION NO.1(1)/PPRA Scctt./PPRA/2022 DATED 02.06.2022)

(FOR CONTRACTS WORTH Rs.50 MILLIONS AND ABOVE)

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

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

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

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

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

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

Name and Signature: _____
(Person authorized to issue notice on behalf of the company)

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Section – V

Eligible Countries

All Countries of the World with whom Islamic Republic of Pakistan has Commercial Relations and for which no trade Embargo has been imposed by the Government of Pakistan

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Section VI.

Schedule of Supply

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Section VI. Schedule of Supply

1. Tender No. /GEPCO/MM/2026-27

2. List of Goods: -

S#	Description of Stores	WAPDA/PPMC Specification (Amended to date)	Tender Quantity (Nos.)	
1	Static single phase, 2 wire, 240-V, 10/40 Amp, 50Hz, Accuracy Class 1.0 programmable Smart AMI Energy Meters with 3G GSM/GPRS modem (PTA verified)	As per relevant NTDC (S&S) DDS-65:2003, DDS-98:2011, DDS-110:2012 (all amended to date) and IEC 62055-31 (for relay) with remote disconnect/reconnect feature against Non-Payments and Load Limiting/ Exceeding Sanctioned Load.	**Lot-i**	**50000**
			Lot-ii	**50000**
			Lot-iii	**50000**
			Lot-iv	**50000**

Note: The tenderer will quote full tender quantity for any lot or for all lots. The bid having less than 100% of the lot quantity will not be accepted and bid will be liable to rejection.

3. Delivery Period and Completion Schedule: -

a) The Delivery schedule will commence from the date of issuance of Purchase Order or 15 days from the issuance of UDIL certificate whichever later:-.

S#	Description	Tentative Delivery Schedule within (Nos.)		
		90-days	120-days	150-days
1	Lot-i	17,000	17,000	16,000
2	Lot-ii	17,000	17,000	16,000
3	Lot-iii	17,000	17,000	16,000
4	Lot-iv	17,000	17,000	16,000

Delivery period is the essence of the contract and delivery must be completed not later than the dates specified. The terms "Delivery date" shall mean the 1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of store to WAPDA/GEPCO consignee provided the goods accepted for supply have been delivered within 20-days for local inspection and 60 days for foreign/pre-shipment inspection from the date 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.

b) Partial deliveries and partial payments are allowed.

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SEAL & SIGNATURE OF BIDDER

Section VII.

GENERAL CONDITIONS OF THE CONTRACT (GCC)

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. **Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

a) The **"Contract**" means Purchase Order/ Work Oder / Rate Contract issued by GEPCO to supplier after receiving its letter of acceptance submitted by the supplier.

b) The "**Commencement Date"** is the date when the Supplier shall commence execution of the contract as specified in the **SCC.**

c) "**Completion**" means the fulfillment of the related services/material by the Supplier in accordance with the terms and conditions set forth in the contract.

d) **"Country of Origin"** means the countries and territories eligible under the PPRA Rules 2026 and its corresponding Regulations as further elaborated in the **SCC**.

e) The **"Contract Price"** is the price stated in the Letter of Intent/Notification of Award.

f) **"Defective Goods"** are those goods which are below standards, requirements or specifications stated by the Contract.

g) **"Delivery"** means the transfer of the goods / services / equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

h) **"Procuring Agency"** means the person named as Procuring Agency in the **SCC** and the legal successors in title to this person, procuring the Goods and related service, as named in **SCC.**

i) **"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.

j) **"GCC**" means the General Conditions of Contract contained in this section.

k) "**Intended Delivery Date"** is the date on which it is intended that the Supplier shall effect delivery as specified in the **SCC.**

l) **"SCC"** means the Special Conditions of Contract.

m) "**Supplier**" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency 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**.

n) **"Project Name**" means the name of the project stated in **SCC**.

o) **"Day"** means calendar day.

p) **"Eligible Country"** means the countries and territories eligible for participation in accordance with the policies of the Federal Government of Pakistan.

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q) **"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.

r) "**Force** Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

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

s) **"Specification"** means the Specification of the Goods and performance of incidental services in accordance with the relevant standards and specification by NTDC Lhr & PPMC included in the Contract and any modification or addition made or approved by the Procuring Agency.

t) The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.

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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 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Purchase Order,
(2) Special Conditions of Contract,
(3) General Conditions of Contract,
(4) Letter of Acceptance,
(5) Specifications
(6) Contractor's Bid, and
(7) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

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3. Governing Language

3.1 The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency 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.

4. Applicable Law

4.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan**.**

5. Country of Origin

5.1 The origin of Goods and Services may be distinct from the nationality of the Supplier

6. Standards

6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications in bidding documents.

7. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan

7.1 The Supplier shall not, without the Procuring Agency'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 the Procuring Agency 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.

7.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in **GCC Clause 7.1** except for purposes of performing the Contract.

7.3 Any document, other than the Contract itself, enumerated in **GCC Clause 7.1** shall remain the property of the Procuring Agency.

7.4 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.

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8. Patent and Copy Rights

8.1 The Supplier shall indemnify the Procuring Agency 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.

8.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency 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.

9. Performance Security (or Guarantee)

9.1 The successful bidder/tenderer irrespective of private/public sector enterprises shall furnish to the purchaser a Performance Bond/Security in the shape of Bank Guarantee/Bond, Bank Draft, Pay Order or CDR from a scheduled Bank of Pakistan in favour of Chief Executive Officer GEPCO valid for 24-months (extendable upto extent of required warrantee period) from the receipt of last consignment equal to 5% of the total value of contract with the acceptance of Letter of Intent within 15-days from the date of issuance of Letter of Intent/NOA. Performance Bond/Security in the shape of Bank Guarantee/Bond shall be furnished on non-judicial stamp paper of value as prescribed by the government. WAPDA Bearer Bonds as security in lieu of performance Bond/Security is also acceptable as per procedure in vogue

9.2 However it is responsibility of the bidder that above Performance Bond/Security must be got extended from concerned bank as per required period before its expiry upto the required warranty period of material. In case of non receipt of extension the security will be encashed in favour of GEPCO. The proceeds of the Performance Security (or 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.

9.3 The performance bond/security shall be furnished alongwith the acceptance of Letter of Intent (LOI) within 15 days or time specified in LOI before the issuance of the formal purchase order. Non compliance may tantamount to cancellation of LOI & 02% bid money will be confiscated in favour of GEPCO and black listing/debarring of firm, however, in case of delay in submission of performance guarantee as date specified in letter of intent, the delay period will be deducted from the delivery period of 1st consignment/delivery period.

10. Inspections and Test

10.1 Inspection of material will be carried out at Manufacturer's premises by the Chief Engineer (MI) PPMC Lahore OR his authorized representative alongwith one Engineer from GEPCO jointly. Notice in writing for inspection of goods shall have to be given to the CE (MI) PPMC Lahore as well as to this office at least 15-days prior to the due date through courier/e-mail/in-person positively. All reasonable facilities as provided in the specification or followed by the

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industry OR Trade in General shall have to be provided/afforded to the Inspecting Officers by you at your expenses for carrying out the inspection. The inspection charges @ Rs.0.5% (non-reimbursable) of the cost of material will be paid by you to Chief Engineer (MI) PPMC Lahore while offering the material for inspection.

10.2 The Procuring Agency 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 the Procuring Agency. **SCC** and the Technical Specifications shall specify what inspections and tests the Procuring Agency 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.

10.3 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 the Procuring Agency.

10.4 Any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.

10.5 The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

10.6 Nothing in **GCC Clause 10** shall in any way release the supplier from any warranty or other obligations under this Contract.

11. Packing

11.1 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.

11.2 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 the Procuring Agency.

12. Delivery and Documents

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12.1 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**.

12.2 For purposes of the Contract, "FCS", "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.

12.3 Documents to be submitted by the Supplier are specified in **SCC.**

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13. Transportation

13.1 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.

13.2 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.

13.3 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.

14. Warranty/ Defect Liability Period

14.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate 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 Procuring Agency, 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.

14.2 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, or for a period specified in the **SCC** after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in **SCC**.

14.3 The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency 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 the Procuring Agency may have against the Supplier under the Contract.

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15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in **SCC**.

15.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide 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 12, and upon fulfillment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier.

15.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC.

15.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 15.4

16. Prices

16.1 The contract price shall be as specified in the Contract Agreement.

16.2 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.

17. Repeat/Change Orders

17.1 GEPCO reserves the right to increase/decrease the quantities up to 15% through variation order/repeat order after issuance of purchase order during the currency of the contract (currency of the contract means delivery of last consignment in concerned store).

17.2 The Procuring Agency may at any time, by a written order given to the Supplier pursuant to **GCC** Clause **18,** make changes within the general scope of the Contract in any one or more of the following as mentioned in **SCC**:

a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

b) The place of delivery; and/or

c) The Services to be provided by the Supplier.

18. Contract Amendments

18.1 Subject to **GCC Clause 20**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

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20. Delays in the Supplier's Performance

20.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

20.2 If at any time during 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 the Procuring Agency 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, the Procuring Agency 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.

20.3 Except as provided under GCC Clause 23, 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 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21. Liquidated Damages

21.1 Subject to **GCC Clause 23**, 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.**

22. Termination for Default

22.1 The Procuring Agency 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.

22.2 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 the Procuring Agency; 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) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

f) the Procuring Agency 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 the Procuring Agency; and

g) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.

22.3 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.

22.4 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to

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GCC Clause 21.1, the Procuring Agency 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 the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

23. Termination for Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 20, 21, and 22, 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.

23.2 The right of GEPCO to terminate the Contract, or to claim penalty or liquidated damages shall be subject to the following circumstances, provided as a result of all or any of these events there has been delay in the performance of the contract by the Manufacturer or Supplier, or the Contract has be-come incapable of being performed: -

A) Act of God.
B) Act of State, war or any act of the enemy.
C) Lock outs, Riots or Civil commotion.
D) Injuction granted by a court of competent Jurisdiction not resulting from any fault of the Manufacturer or Supplier.
E) Restriction imposed by the Government on the import of any material relating to the manufacture of goods.
F) Port delays due to bunker age or lighter age.
G) Diversions of supplies by the carrier without any fault or knowledge of the Manufacturer or Supplier.

Provided further that the Manufacturer or Supplier has given notice to the GEPCO within 14-days of the happening of any such event.

24. 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 within 14 days of occurrence of such event to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide 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.

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25. Termination for Insolvency

25.1 The Procuring Agency 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 the Procuring Agency.

26. Termination for Convenience

26.1 The Procuring Agency, 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 the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

26.2 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 the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:

a) To have any portion completed and delivered at the Contract terms and prices; and / or

b) 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.

27. Disputes Resolution

27.1 In the event of any dispute arising out of this contract, either party shall issue a notice of 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 hrough mutual consultations and negotiation.

27.2 GM (Technical)/Chief Technical Officer GEPCO will act as arbitrator in case of extreme ambiguity.

27.3 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.

28. Procedure for Disputes Resolution

28.1 The arbitration shall be conducted in accordance with the arbitration procedure as contained in Rule-66 of Public Procurement Rules-2026 and in the place shown in the **SCC**.

28.2 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.

28.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.

29. Replacement of Arbitrator

29.1 Should the Arbitrator resign or die, or should the Procuring Agency 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 the both parties.

30. Limitation of Liability

30.1 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 Procuring Agency, whether in contract, tort, or

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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 the Procuring Agency; and

b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shal'l not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

31. Notices

31.1 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 record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in **SCC**.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

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

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SECTION VIII
SPECIAL CONDITIONS OF THE CONTRACT (SCC)

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Special Conditions of Contract (SC)

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
	Definitions (GCC 1)	
1.	1.1	The Procuring Agency is: **Gujranwala Electric Power Company**
2.	1.1(m)	The Supplier is: *[……]*
3.	1.1(n)	The title of the subject procurement is: *Supply of* ----------
	Governing Language (GCC 3)	
4.	3.1	The Governing Language shall be: **English**
	Applicable Law (GCC 4)	
5.	4.1	The Applicable Law shall be: Laws of the Islamic Republic of **Pakistan**
	Performance Security (or guarantee) (GCC 9)	
6.	9.1	The successful bidder/tenderer irrespective of private/public sector enterprises shall furnish to the purchaser a Performance Bond/Security in the shape of Bank Guarantee/Bond, Bank Draft, Pay Order or CDR from a scheduled Bank of Pakistan in favour of Chief Executive Officer GEPCO valid for 24-months (extendable upto extent of required warrantee period) from the receipt of last consignment equal to 5% of the total value of contract with the acceptance of Letter of Intent within 15-days from the date of issuance of Letter of Intent/NOA. Performance Bond/Security in the shape of Bank Guarantee/Bond shall be furnished on non-judicial stamp paper of value as prescribed by the government.

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		However it is responsibility of the bidder that above Performance Bond/Security must be got extended from concerned bank as per required period before its expiry upto the required warranty period of material. In case of non receipt of extension the security will be encashed in favour of GEPCO. The proceeds of the Performance Security (or 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. The performance bond/security shall be furnished alongwith the acceptance of Letter of Intent (LOI) within 15 days time specified in LOI before the issuance of the formal purchase order. Non compliance may tantamount to cancellation of LOI & 02% bid money will be confiscated in favour of GEPCO and black listing/debarring of firm, however, in case of delay in submission of performance guarantee as date specified in letter of intent, the delay period will be deducted from the delivery period of 1st consignment/delivery period.
	Inspections and Tests (GCC 10)	
7.	10.1	Inspection of material will be carried out at your works by the Chief Engineer (MI) PPMC Lahore OR his authorized representative alongwith authorized representative of GEPCO jointly. Notice in writing for inspection of goods shall have to be given to the CE (MI) PPMC Lahore as well as to this office atleast 15-days prior to the due date through courier/e-mail/in-person positively. All reasonable facilities as provided in the specification or followed by the industry OR Trade in General shall have to be provided/afforded to the Inspecting Officers by you at your expenses for carrying out the inspection. The inspection charges @ Rs.0.5% (non-reimbursable) of the cost of material will be paid by you to Chief Engineer (MI) PPMC Lahore while offering the material for inspection.
	Packing (GCC Clause 11)	
8.	11.2	Packing, Marking and Documentation: **<u>Packing</u>** 1. Packing of the Goods shall be as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the PO. 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. 2. In case the equipment is shipped in container(s), each unit shallbe so

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		packed that it can be safely transported by road/rail to ultimate destination in the country without disturbing the packing of other items. 3. The final packing shall be such that the weight and dimensions of packages are within reasonable limits in order to facilitate handling, storage and transportation
		The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirement, if any, and in any subsequent instructions ordered by the Purchaser. **Identification Marking** 1. Each crate, case, box, package or bundle shall have labels and or tags made water proof. A packing list shall be included in each crate or box. 2. Each package delivered under the Contract shall be consecutively numbered and shall also be marked with code number or other identification to be approved by GEPCO.
	Delivery and Documents (GCC Clause 12)	
9.	**12.1**	The Delivery Schedule shall be as given in Section-VI of this document. At the time of awarding the Purchase Order, the Purchaser shall specify any change in the scope of Supply/Delivery Schedule with respect to Section-VI, Schedule of Supply included in the Bidding Document. Such Changes may be due for instances, if the quantities of the Goods are increased or decreased at the time of award.
	12.3	Upon delivery of the Goods the Supplier shall notify the Procuring Agency and submitted the following documents to the Procuring Agency: i. One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; ii. delivery note/Challan iii. Manufacturer's or Supplier's warranty certificate; iv. Inspection certificate issued by the nominated inspectors. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

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	Warranty (GCC Clause 14)	
10.	14.2	A certificate, certifying that the goods supplied conform exactly to the specification laid down in the contract and are brand new and that in the event of the material being found defective or not confirming to the specification/particulars governing supply at the time of delivery and for a period of **24 months** from the date of delivery, supplier will be held responsible for all losses and the unacceptable goods shall be substituted with the acceptable goods at his own expenses and cost.

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	Payment (GCC Clause 15)	
11.	15.1	**(A)** 100% payment excluding sales tax will be made by Chief Financial Officer GEPCO Ltd: Gujranwala on the receipt of the following documents along with bill in triplicate.. i) Invoice/Bill in triplicate. ii) Delivery Challan and GRN duly stamped and signed by the Dy. Director (MM) Regional Store concerned. iii) Warranty certificate iv) Non-payment certificate. v) Confirmation letter of acceptance of performance guarantee/security by the Director (MM) GEPCO Gujranwala. vi) Inspection certificate issued by the Inspectors. vii) Copy of Sales Tax Invoice. **(B)** Payment The amount of sales tax (if applicable) will be reimbursed by the Chief Financial Officer GEPCO Ltd: Gujranwala as under:-. i. Sales Tax return cum payment challan for the month of delivery of material ii. Copy of GRN duly stamped and signed by the respective consignees iii. Sales Tax Invoice as per GRN above iv. In case the manufactures who pay lumpsum 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 GEPCO against P.O. No._____ dated._____ **(C)** **In case of payment through Inland Letter of** Credit, All the payments due under the Purchase Order will be made through confirmed & irrevocable Letter of Credit for Contract Price to be established by Chief Financial Officer GEPCO Gujranwala through any Scheduled Bank of Pakistan in your's favour. All amount of material (including GST etc.) in the letter of credit shall be available for negotiation and encashable on the production of documents mentioned as under duly pre-audited by the Chief Financial Officer GEPCO Gujranwala:-

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		i. Bill in triplicate for 100% claim. **ii.** Delivery Challan and GRN issued by the consignee duly signed and stamped by the Deputy Director (MM) Regional Store GEPCO concerned. **iii.** Warranty Certificate. **iv.** Inspection Certificate issued by the Chief Engineer (MI) PPMC or his authorized representative. **v.** Certificate to the effect that the billed amount has not been claimed or received earlier (Non-payment certificate). **vi.** Confirmation of Director (MM) GEPCO Gujranwala, about acceptance of performance guarantee/bond. **vii.** Sales Tax Invoice as per GRN above. **viii.** Sales Tax return cum payment Challan for the month of delivery of material. **ix.** In case the manufactures who pay lumpsum Sales Tax, they shall also submit an affidavit on non-judicial paper that "Challan includes the amount of Rs._____ of Sales Tax for supply of the quantity of_____ to GEPCO against P.O. No._____ dated _____." These documents shall however, be got verified/pre-audited by Chief Financial Officer GEPCO Gujranwala before payment by the Bank. **Note: -All charges relating to L/C opening and negotiation charges shall be borne by supplier and will also pay L/C opening charges at the time of opening upon the demand of Bank and subsequent extension charges etc.** **(D)** Partial deliveries and part payments as per RFP is allowed.

	Prices (GCC 16)	
12.	16.1	The prices shall not be subject to adjustment during contract execution.

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	Liquidated Damages and Course of Action in case of Failure and Termination (GCC Clause 21)	
13.	21.1	A. If the firm fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option either. **i)** To recover from the firm liquidated damages levied at the rate of 2% per month or a fraction, thereof subject to a maximum of 10% of the undelivered material except. (a) Where un-delivered stores holdup the use of other stores liquidated damages shall be levied on the total value of the contract. (b) The recovery of liquidated damages mentioned above can be effected from any payment due to you from any unit of DISCO's/GENCO's/NTDC/ WAPDA/ GEPCO. **ii)** To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery, -OR- **iii)** To cancel the contract with encashment of performance bond/ guarantee and purchase un-delivered material at your risk & cost -OR- **iv)** To cancel the contract at the cost of encashment of performance bond/guarantee with black listing/debarring of the firm and purchase un-delivered material at your risk & cost. **v)** In the event of the action being taken under (ii) or (iii) or (iv) above, you shall be liable for any loss which the purchaser may suffer on that account, but you shall not be entitled to any gain on repurchase made against the supply order. B. If during the course of execution of a contract, you are black-listed by DISCO's/ GENCO's/ NTDC/WAPDA/GEPCO the purchaser may proceed with all or any of the action detailed below. **i)** To allow the contract to run its course till completed in accordance with the terms and conditions of contract. **ii)** To stop further supplies with or without financial repercussions. **iii)** To cancel the contract with or without reservation of all rights. Note: - While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under "FORCE MAJEURE" and shall not allow any relaxation in the liquidated damages on that account. **iv)** Delay on the part of the contactor in the arrangement of raw material. **v)** Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.

	Procedure for Dispute Resolution (GCC Clause 28)	
14.	28.3	**Dispute Resolution** 1. **<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. 2. **<u>For Contracts to be entered with nationals of Pakistan:</u>** i. If any dispute of any kind whatsoever shall arise between the Procuring Agency 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 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. GM Technical GEPCO will act as arbitrator in case of extreme ambiguity. The Arbitration shall take place in Gujranwala and proceedings will be conducted in – English/Urdu languages. 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.

15.	32.3	v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. vi. 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 Procuring Agency shall pay the Supplier any monies due to the Supplier.
	Notices (GCC Clause 31)	
16.	31.1	— Procuring Agency's address for notice purposes: Material Management Directorate GEPCO, GEPCO 565-A GT Road GEPCO, Gujranwala.
Clause No.	**Other Special Conditions for Bidding**	
1.	This Tender is governed by General Conditions of Contract for Purchase by WAPDA Dated: 12.08.1984 amended to-date & latest Purchase Procedure, Registration procedure, PPMC procurement guidelines/ instructions and PPRA Rules 2026 (amended to date).	
2.	Rate should be quoted inclusive of all taxes/duties & 0.5% Inspection Charges (non reimbursable) and exclusive of Sales Tax on the basis of free delivery at consignee's store (FCS/DDP),Regional Store Gujranwala in local currency without involving any foreign exchange.	
3.	After opening of tender if established that Cartel/pool rates received then GEPCO reserves the right to scrap the tender and invite fresh tender.	
4.	The quoted FCS prices shall be firm & final valid for 120-days after the opening date of tender and not be escalated/enhanced/increased for any reasons what-so-ever.	
5.	The conditional bids/rate shall not be accepted.	
6.	The bidder submits substantially incomplete bid will be liable to rejection.	

7.	The material shall conform to WAPDA/PPMC instructions/specification (Amended to date). i. In case of expiry of prototype approval during the currency of purchase order/contract you have to obtain the fresh prototype approval from the office of Chief Engineer (S&S) NTDC. Drawings and prototype sample for prototype testing shall be submitted within thirty (30) days from the expiry of prototype approval to Chief Engineer (S&S). The Chief Engineer (S&S) will accord approval of offered prototype within thirty (30) days from the date of receipt of prototype sample. All expenses including Testing Charges, Traveling, Boarding/Lodging and Daily Allowance etc. of two (2) PPMC Engineers shall be born by the manufacturers. The testing will be carried out at manufacturer premises/HV&SC Lab Rawat/RTL Gujranwala or any other Lab of international repute like KEMA Holland, CRIEPI Lab Japan, CESI Lab Italy to be approved by Chief Engineer (S&S) NTDC. However the delivery period will be treated from the date of issue of purchase order instead of fresh prototype approval. ii. If the prototype sample fails, the material shall be improved and re-offered for prototype testing to Chief Engineer (S&S). The time taken for improvement in sample and resubmission of drawings will not entitle the manufacturer to claim extension in delivery period on this account. Moreover the time taken for obtaining fresh prototype iii. approval will also be on your account. iv. Any changes suggested in the material and drawings during prototype testing for compliance of a specification and purchase orders shall have to be incorporated without any extra price claim. v. The prototype approval obtained by the firm more than three years back from the date of opening of the tender will not be accepted.
8.	The material supplied by the manufacturer should have the embossing / printing / punching / engraving of P.O. No. & Name of the Manufacturer, “The Gujranwala Electric Supply Company Limited or GEPCO” with the year of manufacturing and other essential data as well as serial No. as per specification.
9.	During the time of currency of purchase order/contract if any amendment in specification is made by the competent Authority the contractor will be bound to supply the material according to the amended specification without any extra cost/charges.
10.	Material shall comply with relevant specification amended up to date of issuance of Purchase Order. However, during the time of currency of purchase order/contract if any amendment in specification or improvement in meter is made by the competent Authority, the contractor will be bound to supply the material according to the amended specification without any extra cost/charges.

11.	To assist in the examination, evaluation and comparison of bids, the committee may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with bid schedule of tender.
12.	Any query shall be entertained up to 07days before the opening date of tender through EPADs.
13.	In case of breach/violation of any clause of tender documents or LOI/purchase order, GEPCO reserves the right to take legal action against the manufacturer/contractor.
14.	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. if the parties fail to resolve such a dispute or difference by mutual consultation within sufficient time from the commencement of such consultation, GM (Technical)/Chief Technical Officer GEPCO will act as arbitrator in case of extreme ambiguity or dispute.
15.	**The meters shall be supplied with BAR CODE as per specification**.
16.	In case of local manufacturer, all the meters shall be locally manufactured at your works or approved facilities in Pakistan under your quality control. Representative of CE (MI) PPMC shall verify the local manufacturing of parts and assembly of meters at your works or facilities elsewhere in Pakistan as per WAPDA/PPMC specifications (Amended to date).
17.	In case of local supplier or international OEM, representative(s) of GEPCO may verify the manufacturing of parts and assembly of meters at your works or facilities elsewhere as per WAPDA/PPMC specifications (Amended to date) and all charges(expenses) will be borne by the manufacturer.
18.	The vender will be responsible for provision of functionality of software in the meter, security of software programming and re-programming in the field and will provide necessary backup, warrantee and training regarding programming, billing, loading of software etc. to GEPCO officers/officials, if applicable as per specification/instructions (amended to date).
19.	The testing charges of the material, if any, shall be borne by the supplier.
20.	The supplier shall provide free of charge, all such assistance, instruments, machinery, testing appliances, manpower, labor and material as are normally/specially required for carrying out type, sample, routine, visual and dimensional testing.
21.	Over and above normal inspection the joint type tests will be carried out as per specifications (Amended to date).
22.	The Polycarbonate Meter Security Boxes shall comply all the requirement of the relevant clause of WAPDA Standard Specification (amended to date).

23.	The Meters shall comply all the characteristics given in the relevant clauses of WAPDA Standard specifications (Amended to date) ensuring credibility of software.
24.	The manufacturer shall have to arrange testing facilities (in-house or third party) for all the type tests as per Specifications (Amended to date). These facilities must be approved by the Chief Engineer (MI)
25.	The supplier will provide 04 No laptop (Latest Model) against each Lot of 50,000 No AMR Meters along with Gadget/Data Retrieval (01 No. per 5000 Nos.) to Regional Store GEPCO Gujranwala free of cost, under intimation to this office.
26.	Meters should preferably be working on low voltage for proper energy recording at tail end of feeder.
27.	Bidder will furnish a warranty certificate, certifying that the goods supplied conform exactly to the specifications laid down in the purchase order and are brand new and that in the event of the material being found defective or not conforming to the specification/particular governing supply at the time of delivery and for a period of 24 months, you will be held responsible for losses & that the unacceptable goods shall be substituted with the accepted goods at your expenses after receipt at ex-works. The damaged goods under warranty period will be repaired by the manufacturers free of cost within 24 days of receipt of irrespective of the condition that it is damaged due to GEPCO fault or manufacturer fault under intimation to Chief Engineer (M.I) PPMC Lahore. The same will be returned to concern Regional Store GEPCO by the manufacturer after repair within 24 days as it receipt, otherwise, cost of material will be recovered from your bills which will be released on healthy stores.
28.	The Purchaser reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as reported by the purchasers of the previously awarded contracts, interalia, reject his bid and proceed in accordance with Rule 25 of the Public Procurement Rules 2026 to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Goods.
29.	The Smart AMI energy meters data must be compliant to Universal Data Integration Layer (UDIL) latest version, developed by PITC for multivendor compliance and supplier will have to obtain Certificate of Operation Ability from PITC after the issuance of LOI. After obtaining the certificate from PITC, GEPCO will issue the Purchase Order (PO) accordingly.
30.	Certificate of compliance of vendors' driver software with UDIL latest version and its further integration with GEPCO's billing system i.e. CIS/IBS, is compulsory to be obtained from PITC. Bidder will be responsible to give assistance immediately for integration if required by PITC or GEPCO.
31.	The supplied Smart AMI Energy Meters will expose data and services as per specifications laid down in UDIL latest version only. The meters will contained driver software to expose data and services in compliance with UDIL latest version document.

32.	The modem of Smart AMI Energy Meters must be PTA verified and it must support 3G/4G services (downward compatible to 2G).
33.	The offered Smart AMI Energy Meters should be equipped with minimum one battery along with super capacitor; the battery shall be of lithium thionyl chloride having minimum cumulative capacity as per specification. A Super capacitor will be required for RTC to maintain date & time.
34.	In case of any kind of malfunctioning of EEPROM in the Smart AMI Energy Meters, an event must be exposed through UDIL as well as shown on meter LCD.
35.	The bidder will provide Licensed Software along with essential accessories/trainings to all M&T office and AMI (IT) staff. Bidders will also require to provide the facility for data retrieval/downloading of data in case of damage of meter LCD / Display wash or any other critical issue. In case of damage of meter, the security of EEPROM must be ensured and data should be readable from EEPROM.
36.	The bidder will provide Read Only Software in CD/DVD/USB along with essential accessories/trainings to all M&T offices of GEPCO.
37.	Proper meter serial number along with company manufacturer code must be printed on name plate of the meter. GEPCO intends to procure plug and play AMI meters with UDIL Compliance, data from which be exposed to the MDM at PITC data center. Any kind of software charges, hardware charges and all kind of support service charges requiring for exposing the data from AMI Meter to MDM at PITC data center will be the vendor responsibility. Data SIMS will be arranged by GEPCO.
38.	The bidder shall offer MDC server free of cost with capacity of meter quantity as per Original Purchase Order plus Repeat Purchase Order Quantity. All the necessary required things/items including Server machines for MDC (server machine specification should be high), OS, driver software, Network equipment, IT hardware, backup power supplies etc. will be provided by Bidder except MDM (Machine). Data Center will be located at PITC as per existing setup of GEPCO for AMI Meters.
39.	Driver software capacity should be for minimum 50,000 No. Meters per lot approximately.
40.	GEPCO Billing system, IBS is provided by PITC. GEPCO wants to ensure that the data from AMR Meter to GEPCO Billing system must be transferred in fully secure manner. All kind of support from meter vender is required in this regard.
41.	All the data fields are required as per latest UDIL version. The latest UDIL version can be obtained from PITC website i-e http://pitc.com.pk/index.php/featueres/open-architecture-based-ami.
42.	For any kind of malfunctioning of EPROM in smart meter, an event must be exposed at meter display as well as exposed through UDIL.

43.	In case of new entrant, the tenderer should submit the copy of educational/regular purchase order issued by any DISCOs along with its completion and performance of supplied material in the light of specification/instructions/guidelines issued by Chief Engineer (S&S) NTDC Lahore vide No.3187-97 dated 20.10.2015. Moreover directions issued by C.E (S&S) NGC vide letter No. CE/S&S/NGC/2-184/1963-74 dated 10-07-2025 to ensure quality assurance of Meters must be considered in true letter & Spirit, otherwise your firm will be considered as non-responsive.
44.	In case of breach/violation of any clause of tender documents or LOI/purchase order, GEPCO reserves the right to take legal action against the manufacturer/contractor.
45.	The successful bidder must submit details of the beneficial owners of his firm after issuance of LOI within 15 days in the light of Government of Pakistan's SRO No.592(1)/2022 dated 10.05.2022.
46	Bidder must submit requirements for UDIL certificate to PITC within 15-days from the date of issuance of LOI and submit the performance guarantee within 07-days after issuance of UDIL Compliance Certificate from PITC and Purchase Order will be issued accordingly. The UDIL compliant certificate must be obtained from PITC within 30-days from the date of issuance of LOI.
47.	**RESPONSIBILITY FOR EXECUTING THE CONTRACT** Bidder is entirely responsible for the successful execution of the contract in all respects in accordance with the terms and conditions as specified in the contract.

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48.	**FORFEITURE OF SECURITY BOND/GUARANTEE (PERFORMANCE BOND).** The contracting officer will have the right to forfeit the security Bond/Guarantee (Performance Bond). A) **If the contractor: -** i) Fails to supply the goods within the time specified. ii) Fails to replace the material because defective during warranty period. iii) Commits any breach of contract. iv) Fails to account for the Import License issued on account of the purchaser. v) Fails to account for the raw material secured by the contractor against any License or permit issued on account of the contracting officer. vi) Fails to return drawings, design or any material belonging to the contracting officer, which was to be returned in good condition to the contracting officer after the successful termination of the contract. B) For other reasons specified in the General/Special conditions of contracts for purchases and purchase order by the contracting officer for forfeiting the security deposit. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract or for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favour of any other unit of DISCO's/ GENCO's/NTDC/WAPDA/ GEPCO or from any money due to the contractor from any unit of DISCO's/GENCO's/NTDC/ WAPDA/GEPCO.

49.	**PROTOTYPE APPROVAL:** In case of expiry of prototype approval during the currency of purchase order/contract you have to obtain the fresh prototype approval from the office of Chief Engineer (S&S) NTDC. Drawings and prototype sample for prototype testing shall be submitted within thirty (30) days from the expiry of prototype approval to Chief Engineer (S&S). The Chief Engineer (S&S) will accord approval of offered prototype within thirty (30) days from the date of receipt of prototype sample.

Section IX.

Contract Forms

PERFORMANCE SECURITY

Date: _____

Contract Name and No. :_____

To: _____

WHEREAS _____ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter "the Contract").

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

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

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

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

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UNDERTAKING

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

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INTEGRITY DECLARATION/CERTIFICATE.

In case of contract price exceeding Rs.10.0 millions, the successful bidder will submit the following declaration/certificate.

Contract/ P.O. Number: _____ **Dated:** _____

Contract Value: _____

Contract Title: _____

M/s._____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest privilege or other obligation or benefit from Govt. of Pakistan or any administrative Sub-Division 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, M/s._____ represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to any one and not giving or agreed to give and shall not give or agreed to give to any one within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, share holder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in what so ever form from GOP except that which has been expressly declared pursuant hereto.

M/s._____ certifies that it has made and will make full disclosure of all agreements and arrangements with all person in respect of or related to the transactions with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s._____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, miss-representing facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOP under any law, contract or other instrument, be void able at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, M/s._____ agrees to identify 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 10 (ten) time the sum of any commission, gratification or bribe, finder's fee or kick back given by M/s._____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in what-so-ever form from GOP.

[Buyer] **[Seller/Supplier]**

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CERTIFICATES/DOCUMENTS/SAMPLES TO BE SUBMITTED ALONG WITH BID.

i) Certificate that the General Conditions of Contract for Purchase by WAPDA Dated: 12.08.1984 amended to-date, latest Purchase Procedure, Registration Procedure, PEPCO procurement guidelines/ instructions & PPRA Rules 2004 are acceptable to the bidder and are hereby agreed to by the bidder.

ii) Bid security of an amount not less than **02%** of the total value of tender issued by any Scheduled Bank of Pakistan only (or as applicable if specified in the special conditions above).

iii) Certificate that the material offered is in accordance with the WAPDA/PEPCO instructions/specification amended to date.

iv) Certificate that the firm is not involved in any litigation with GEPCO at present. In case of any relief granted by the Court of Law, the certified copy of decision of court must be attached with the bid.

v) Certificate of non black listing/debarring of firm.

vi) Compliance certificate of quality control standards.

vii) Deposit receipt of tender fee in original.

viii) Bid schedule must be signed and stamped.

ix) Schedule of Technical Data.

x) Satisfactory field performance of the firm against educational/regular purchase order (s) during last two years as per given format.

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	

SIGNATURE OF BIDDER

ADDRESS WITH OFFICE STAMP

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Past Experience / Contracts

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ 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)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*

Current Contract Commitments / Works in Progress

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

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

Financial Situation and Performance

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

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

* Refer ITA 14 for the exchange rate

3. Financial documents

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

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

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

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

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

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

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

Average Annual Turnover (Annual Sales Value)

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

* Refer ITA for date and source of exchange rate.

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