

# Standard Bidding Document

A contiguous piece of Land (around 6 Kanal) required for Construction of 132kV Gondlanwala (GIS) GS in District Grw. The Land must be located along the main road in the vicinity of Garjakh, Rajkot, or other adjacent areas within a radius of 2 km.

(Goods)

National

Single Stage-Two Envelope

<b>CORRIGENDUM # 1</b>	<b>CORR-P20087-001</b>
Initiation Date	April 14, 2026



*April 14, 2026*

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## INVITATION TO BIDS PROCUREMENT OF GOODS

1. The **PMU GEPCO (Gujranwala Electric Power Company Limited (GEPCO))** has reserved Funds for the procurement planned for FY **2025-26**. The **PMU 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 "**A contiguous piece of Land (around 6 Kanal) required for Construction of 132kV Gondlanwala (GIS) GS in District Grw. The Land must be located along the main road in the vicinity of Garjakh, Rajkot, or other adjacent areas within a radius of 2 km.**".
2. The **PMU GEPCO (Gujranwala Electric Power Company Limited (GEPCO))** invites E-bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit**. Where **Bid Security** is not required by the **Procuring Agency**, Bidders are required to furnish **Bid Security Declaration** as specified in Bidding Document.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. Bidder(s) are required to get themselves registered on **EPADS v2.0** on or before **Monday, May 4, 2026 10:40 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Monday, May 4, 2026 11:10 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>

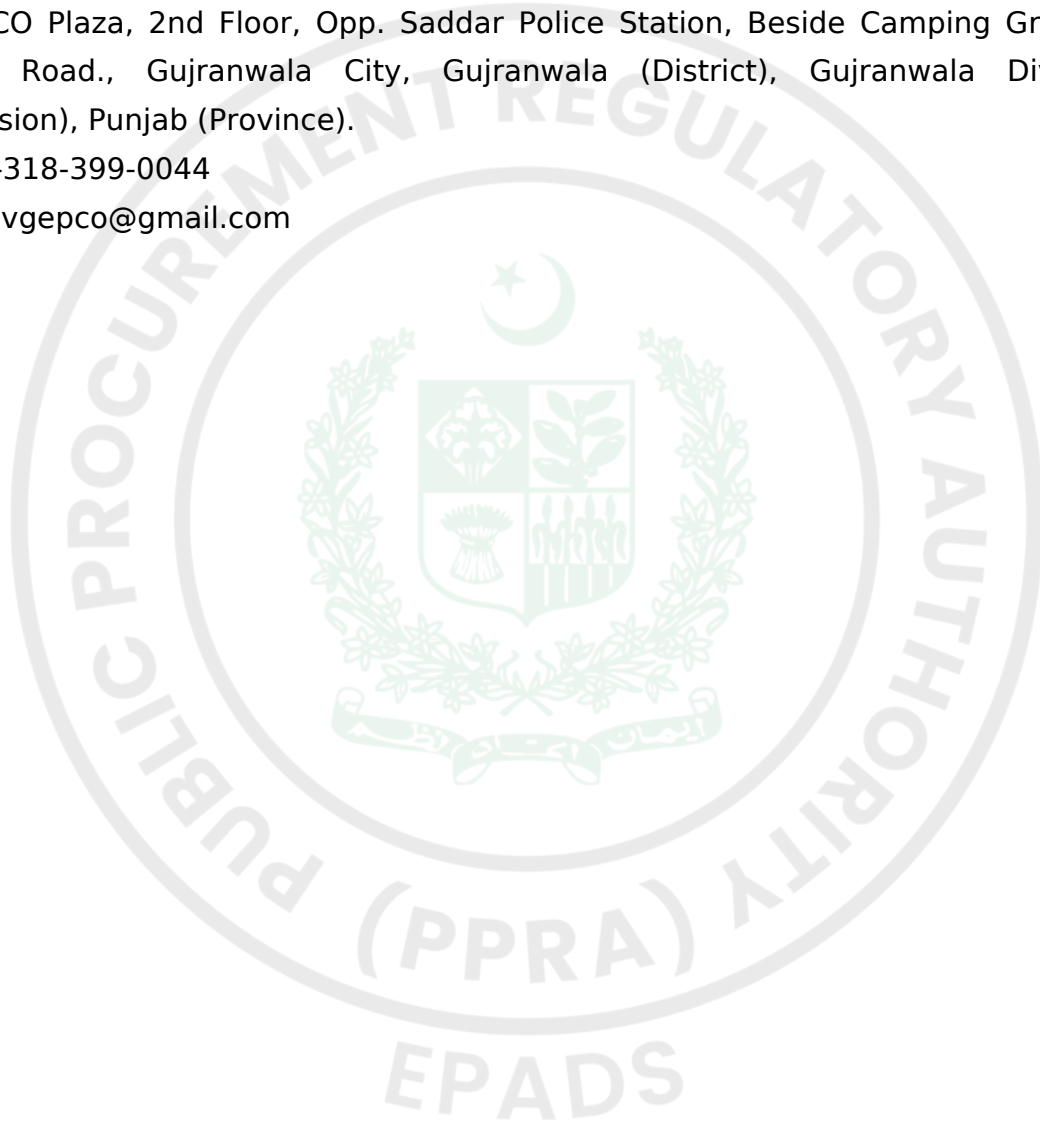
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. Introduction

### 1.Scope of Bids

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

### 2. Source of Funds

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

### 3. Eligible Bidders

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

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

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

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

any instructions issued by the Authority.

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

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

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

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

3.7 A Bidder may be ineligible if –

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

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

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

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

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

## 4. Eligible Goods and Related Services

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

## 5. One Bid per Bidder

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

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

## 6. Cost of Bidding

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

## B. Bidding Documents

## 7. Contents of Bidding Document

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

**Section I** -Invitation to Bids

**Section II** Instructions to Bidders (ITB)

**Section III** Bid Data Sheet (BDS)

**Section IV** Evaluation Criteria, Specifications, Schedule of Requirements

**Section V** Bid Forms

**Section VI** General Conditions of Contract (GCC)

**Section VII** Special Conditions of Contract (SCC)

**Section VIII** Contract Forms

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

## 8. Clarification of Bidding documents

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

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

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

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

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

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

## 9. Amendment of Bidding documents

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

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

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

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

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

## C. Preparation of Bids

## 10. Language of Bid

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

## 11. Documents and samples Constituting the Bid

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

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

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

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

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

## 13. Documents Establishing Eligibility and Qualification of the Bidder

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

## 14. Form of Bids

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

## 15. Bids Prices

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

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

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

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

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

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

## 16. Bids Currencies

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

## 17. Bids Validity Period

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

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

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

## 18. Bid Security or Bid Securing Declaration

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

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

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

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

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

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

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

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

1. the expiry of the Bid Security;
2. 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;
3. the rejection by the Procuring Agency of all Bids;
4. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

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

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

1. if a Bidder:
  2. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
  3. does not accept the correction of errors; or
  4. in the case of a successful Bidder, if the Bidder fails:
    5. to sign the contract; or
    6. to furnish Performance Guarantee.

## 19. Withdrawal, Substitution, and Modification of Bid

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

## 20. Format and Signing of Bid

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

## D. Submission of Bids

### 21. Submission of Bids through EPADS v2.0

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

### 22. Deadline for Submission of Bids

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

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

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

## E. Opening and Evaluation of Bids

### 23. Opening of Bids

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

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

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

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

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

## 24. Clarification of Bids

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

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

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

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

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

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

## 25. Preliminary Examination of Bids

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

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

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

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

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

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

## 26. Examination of Terms and Conditions; Technical Evaluation

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

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

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

## 27. Correction of Errors

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

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

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

## 28. Conversion to Single Currency

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

## 29. Evaluation of Bids

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

### **1. Least Cost Based Selection (LCBS)**

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

### **2. Quality and Cost Based Selection (QCBS)**

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

### **3. Quality Based Selection (QBS)**

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

highest bidder and so on.

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

## 30. Domestic Preference

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

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

## 31. Determination of Successful Bid

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

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

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

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

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

## 32. Abnormally Low Financial Bids

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

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

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

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

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

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

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

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

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

satisfactorily.

## F. Award of Contract

### 33. Criteria of Award

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

### 34. Negotiations

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

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

### 35. Procuring Agency Right to reject all bids

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

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

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

### 37. Notification of Award

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

of the Public Procurement Rules, 2004.

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

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

## 38. Signing of Contract

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

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

## 39. Corrupt & Fraudulent Practices

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

## F. Grievance Redressal & Complaint Review Mechanism

### 40. Constitution of Grievance Redressal

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

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

## G. Mechanism of Blacklisting

### 41. Mechanism of Blacklisting

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

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





## Bid Data Sheet

## Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	<p>Name of Procuring Agency: <b>PMU GEPCO (Gujranwala Electric Power Company Limited (GEPCO))</b></p> <p>The subject of procurement is: <b>A contiguous piece of Land (around 6 Kanal) required for Construction of 132kV Gondlanwala (GIS) GS in District Grw. The Land must be located along the main road in the vicinity of Garjakh, Rajkot, or other adjacent areas within a radius of 2 km.</b></p> <p>Expected commencement date: <b>Tuesday, September 1, 2026</b></p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency: <b>2025-26</b></p> <p>Name and identification number of the Contract: <b>P20087</b></p>
3.	3.1	<p>JV/Consortium or Association Allowed: <b>No</b></p> <p>Number of JV/Consortium Members: <b>Nil</b></p> <p><i>see section of eligibility criteria.</i></p>

## B. Bidding Documents

<b>4.</b>	<b>8.1</b>	The Bidders may seek clarifications through <b>EPADS v2.0</b> : Clarification Date: Thursday, April 30, 2026
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## C. Preparation of Bids

<b>5.</b>	<b>10.1</b>	The Language of all correspondences and documents related to the Bids shall be in: <b>English</b>  List of documents required along with the bid: No
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<b>6.</b>	<b>11.1</b>	<b>Items/Lots and threere relateddocuments:</b> <i>See section items and Lots</i>
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<b>7.</b>	<b>12.1</b>	<b>Items / Lots Specifications:</b> <i>see section of items specifications.</i>
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<b>8.</b>	<b>15.6</b>	The price shall be <b>Fixed</b> .
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<b>9.</b>	<b>16.1</b>	Currency of the Bids shall be : <b>PKR</b>
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<b>10.</b>	<b>17.1</b>	The Bids/Bid Validity period shall be: <b>150 Days</b>
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<b>11.</b>	<b>18.1</b>	<p>The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in <b>BDS 6</b></p> <p>The Bid Security shall be in the form of: <b>Pay Order, Banker's Cheque, Call at Deposit</b></p>
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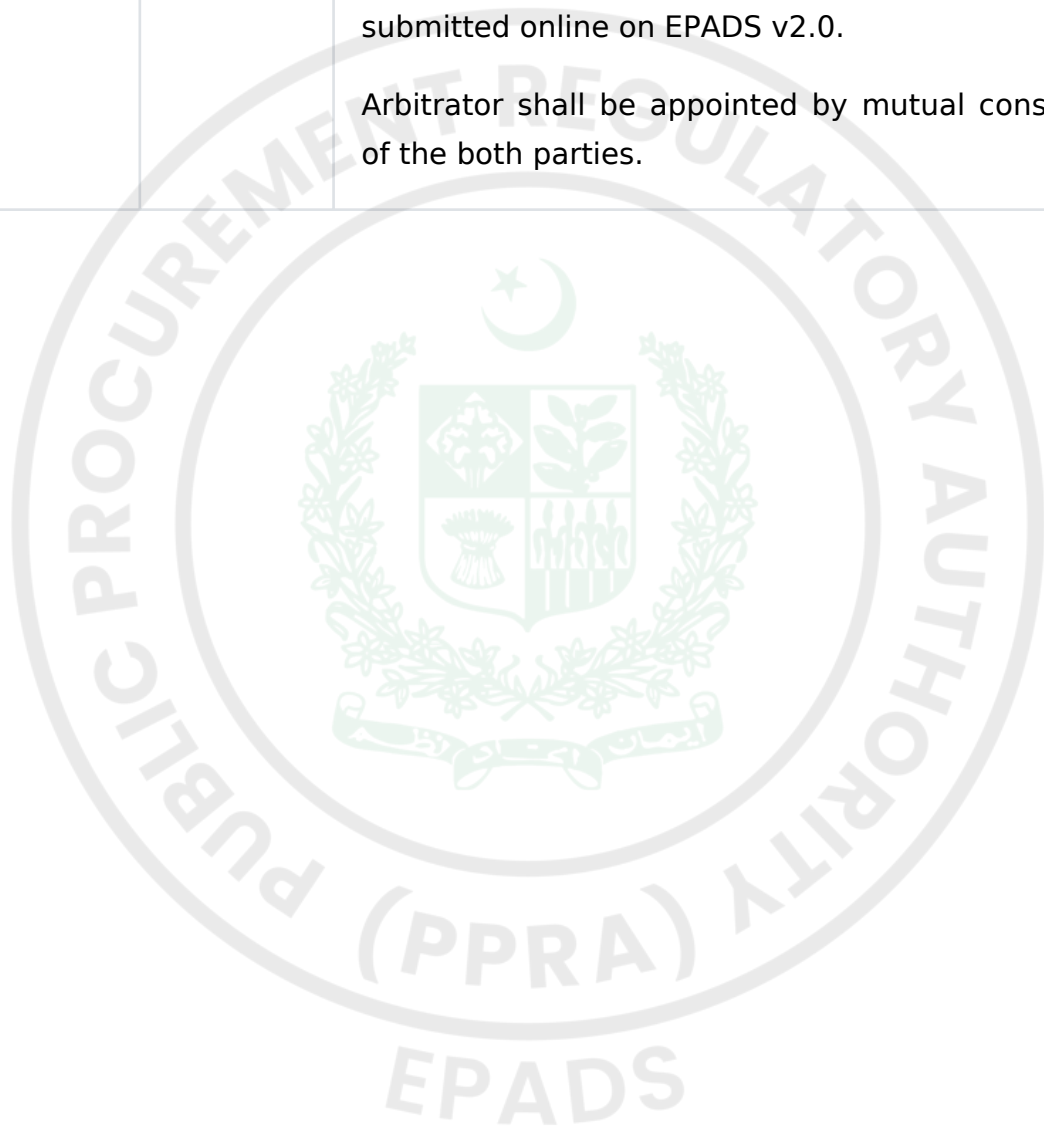
#### D. Submission of Bids

<b>12.</b>	<b>20.1</b>	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p><b>GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, G.T. Road., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).</b> before bid submission deadline.</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: <b>Monday, May 4, 2026 10:40 AM</b></p>
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#### E. Opening and Evaluation of Bids

<b>13.</b>	<b>23.1</b>	<p>The Bids opening shall take place on <b>EPADS v2.0.</b></p> <p>Day : <b>Monday</b></p> <p>Date: <b>Monday, May 4, 2026</b></p> <p>Time : <b>11:10 AM</b></p>
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14.	31.1	Selection technique adopted will be: <b>Least Cost Based Selection (LCBS)</b> <i>see Evaluation Criteria</i>
<b>F. Review of Procurement Decisions</b>		
15.	41.1	Grievance against this procurement shall be submitted online on EPADS v2.0.  Arbitrator shall be appointed by mutual consent of the both parties.



## Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Company (Private Limited)	Punjab (PRA)
Company (Public Limited)	SECP PEC

## Evaluation Criteria

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

### Least Cost Based Selection (LCBS)

<b>Technical Marks</b>	<b>100</b>
<b>Passing Marks</b>	<b>100</b>
Technical Evaluation Criteria	

Technical evaluation shall be conducted in accordance with Annexure-A to bidding document. (Qualitative)(Doc Required)

100

## Items/Lots

### Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security
A contiguous piece of Land (around 6 Kanal) required for Construction of 132 kV Gondlanwala (GIS) GS in District Grw The Land must be located along the main road in the vicinity of Garjakh, Rajkot, or other adjacent areas within a radius of 2 km	Electric power system construction service	<b>Address:</b> GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, G.T. Road., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). <b>Schedule:</b> 60 days from PO issuance date. <b>Quantity:</b> 32670	32670	1000000

### Related Services of Goods:

No

### Items/Lot Specification

### Items Without Lots :

**Item:** A contiguous piece of Land (around 6 Kanal) required for Construction of 132 kV Gondlanwala (GIS) GS in District Grw The Land must be located along the main road in the vicinity of Garjakh, Rajkot, or other adjacent areas within a radius of 2 km

**UNSPSC:** Electric power system construction service

**Specifications / Requirements:**

As per Annexure-A attached to bidding document.

## Price Schedule

### For Individual Items

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

### For Lots

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





## General Conditions of Contract

## A. General

### 1. Definitions

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

1. "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;
2. "Procuring Agency" means:-
  - 2.1. any Ministry, Division, Department or any Office of the Government;
  - 2.2. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
3. "The Contract" means an agreement enforceable by law;
4. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
5. "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;
6. "GCC" means the General Conditions of Contract contained in this section;
7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
8. "Day" means calendar day unless indicated otherwise.
9. "Effective Date" means the date on which this Contract comes into force and effect.
10. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
11. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
12. "Government" means the Government of Pakistan;
13. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
14. "Service" means any object of procurement other than goods or works;
15. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

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

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

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

## 2. Application and Interpretation

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

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

## 3. Applicable Law

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

## 4. Governing Language

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

## 5. Notices

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

## 6. Delivery/Location

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

## 7. Authorized Representatives / Authority of Member in charge

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

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

## 8. Effectiveness of Contract

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

## 9. Commencement of Services

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

## 10. Program

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

## 11. Starting Date/Expiration Date

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

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

## 12. Entire Agreement

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

## 13. Modification

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

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

## 14. Force Majeure

### 14.1 Definition

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

## **14.2 No Breach of Contract**

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

## **14.3 Extension of Time**

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

## **14.4 Payments**

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

## **15. Termination**

### **15.1 By the Procuring Agency**

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

1. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
2. 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;
3. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
4. 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;
5. 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.

1. 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.
2. 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.
3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
4. 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:

1. 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;
2. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

## 18. Confidentiality

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

## 19. Insurance to be Taken Out by the Bidder

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

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

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

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

## 21. Reporting Obligations

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

## 22. Liquidated Damages

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

## 22.2 Correction for Over-payment

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

## 22.3 Lack of performance penalty

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

## 23. Performance Guarantee

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

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

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

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

## 24. Fraud and Corruption

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

## 25. Sustainable Procurement

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

## D. Bidder's Personnel

### 26. Description of Personnel

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

## 27. Removal and/or Replacement of Personnel

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

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

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

## E. Obligations of the Procuring Agency

### 28. Assistance and Exemptions

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

### 29. Change in the Applicable Law

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

### 30. Services and Facilities

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

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

## F. Payments to the Bidder

### 31. Contract Price

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

## 32. Terms and Conditions of Payment

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

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

## 33. Currency of Payment

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

## G. Quality Control

### 34. Identifying Defects

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

### 35. Correction of Defects, and

#### **Lack of Performance Penalty**

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

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

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

## 36. Taxes and Duties

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

## H. Settlement of Disputes

### 37. Alternate Dispute Resolution

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

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

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





## Special Conditions of Contract

## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>GCC 1</b>	<p><b>Definitions</b></p> <p><b>The Procuring Agency is:</b>PMU GEPCO (Gujranwala Electric Power Company Limited (GEPCO)),Chief EngineerGEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, G.T. Road., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province).</p> <p><b>The Supplier is:</b></p> <p><b>The title of the subject procurement is: A contiguous piece of Land (around 6 Kanal) required for Construction of 132kV Gondlanwala (GIS) GS in District Grw. The Land must be located along the main road in the vicinity of Garjakh, Rajkot, or other adjacent areas within a radius of 2 km.</b></p>
<b>GCC 3</b>	<p><b>Applicable/Governing Law:</b></p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
<b>GCC 4</b>	<p><b>Language:</b></p> <p>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 <b>English.</b></p>

EPADS

<p><b>GCC 5</b></p>	<p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>Procuring Agency:</p> <p>PMU GEPCO (Gujranwala Electric Power Company Limited (GEPCO)),Chief Engineer  GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, G.T.  Road., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab  (Province).  +92-318-399-0044  cedevgepco@gmail.com</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder’s Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p><b>GCC 7.1</b></p>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>PMU GEPCO (Gujranwala Electric Power Company Limited (GEPCO)),Chief Engineer  GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, G.T.  Road., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab  (Province).  +92-318-399-0044  cedevgepco@gmail.com</p> <p><b>For the Bidder:</b></p> <p><b>Name:</b> .....</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> .....</p>
<p><b>GCC 8</b></p>	<p><b>Effectiveness of the contract</b></p>
<p><b>GCC 9</b></p>	<p><b>Commencement of Contract:</b></p>
<p><b>GCC 11.2</b></p>	<p><b>Expiration of Contract:</b></p>

<p><b>GCC 15</b></p>	<p><b>Termination</b></p> <p>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.</p>
<p><b>GCC 17</b></p>	<p><b>Conflict of Interest:</b></p> <p>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.</p>
<p><b>GCC 22</b></p>	<p><b>Liquidated Damages</b></p> <p>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 <b>0.05%</b> to <b>10.00%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
<p><b>GCC 23</b></p>	<p><b>Performance Guarantee:</b></p> <p>The amount of performance guarantee shall be <b>10.00%</b> of the contract price in acceptable form of <b>Bank Guarantee</b></p>
<p><b>GCC 32</b></p>	<p><b>Payment terms:</b></p> <p>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.</p>
<p><b>GCC 33</b></p>	<p><b>Currency of Payment:</b></p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>

**GCC 34****Identifying Defects:**

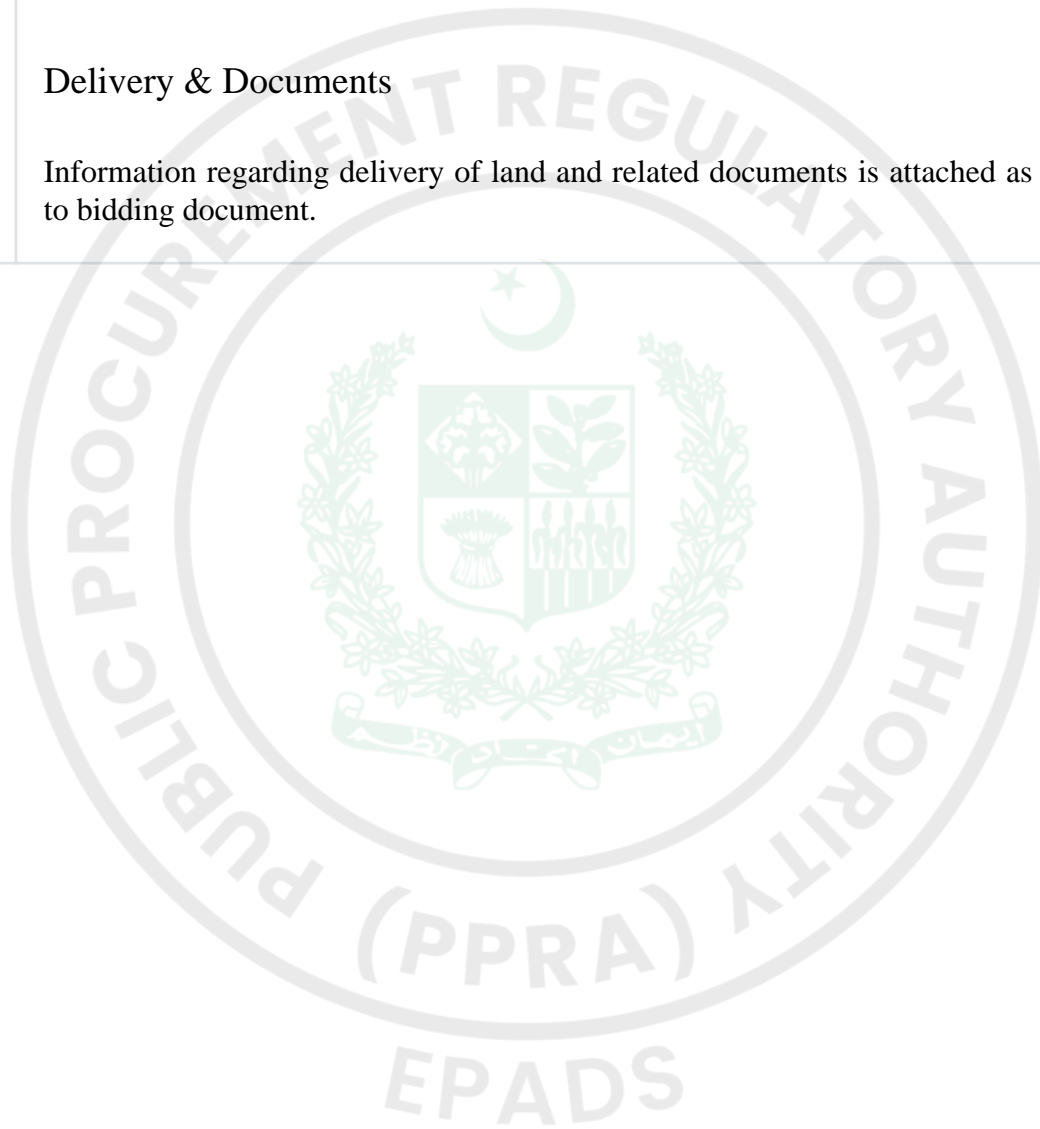
The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Inspections & Tests Requirements**

Inspection of land/site shall be conducted by site selection committee of GEPCO. Criteria of site selection is mentioned in annexure A attached herewith.

**Delivery & Documents**

Information regarding delivery of land and related documents is attached as Annexure-B to bidding document.



**Following is the guidance for Dispute Resolution**

1. 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.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
4. 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.
5. 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.: **P20087**

To: **PMU GEPCO (Gujranwala Electric Power Company Limited (GEPCO)), Chief Engineer GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, 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.



Contract Form

## SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **PMU GEPCO (Gujranwala Electric Power Company Limited (GEPCO)), Chief Engineer GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, 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., **A contiguous piece of Land (around 6 Kanal) required for Construction of 132kV Gondlanwala (GIS) GS in District Grw. The Land must be located along the main road in the vicinity of Garjakh, Rajkot, or other adjacent areas within a radius of 2 km. (P20087)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Bidder: .....





Integrity Pact

## Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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



## Performance Guarantee Form

# Performance Guarantee Form

To: **PMU GEPCO (Gujranwala Electric Power Company Limited (GEPCO)), Chief Engineer GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, 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

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*[name of bank or financial institution]*

---

*[address]*

---

*[date]*



Annexure

## Annex-A (Tech. Specification- Tech. Evaluation Criteria)

The Technical specifications shall be followed as per annexure-A attached to bidding document. Moreover, the Technical evaluation shall be conducted by the site selection committee as per technical evaluation criteria attached as Annexure-A to bidding document.

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Annex-A (Tech. Specification- Tech. Evaluation Criteria)** (page number: 65)

## Annex- B (Additional Documents Required)

Additional conditions and Additional documents required, are attached as Annexure- B to bidding document.

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Annex- B (Additional Documents Required)** (page number: 67)

## Annex-C (Letter of Offer- Tech. Bid & Fin. Bid & Fin. Bid Form)

The Letters of Offer for Technical Bid & Financial Bid are attached as Annexure-C to bidding document.

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Annex-C (Letter of Offer- Tech. Bid & Fin. Bid & Fin. Bid Form)** (page number: 69)

## GEPCO Blacklisting Policy 2023-Annexure-D

In the event of any breach of the provisions of the Contract/Letter of Acceptance (LOA)/Purchase Order (PO), the Bidder shall be liable to action in accordance with the GEPCO Blacklisting Policy, attached herewith as Annexure-D. The Bidder shall be deemed to have read, understood, and accepted the contents of the said policy, and compliance therewith shall be mandatory.

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **GEPCO Blacklisting Policy 2023-Annexure-D** (page number: 74)





## Procurement Forms







## Additional Forms and Documents

## TECHNICAL SPECIFICATION/ TECHNICAL EVALUATION CRITERIA & EVALUATION PROCEDURE

1. All proposed sites must strictly comply with the prescribed Land specifications and required dimensions. Any bid or proposed site that fails to meet, in whole or in part, the stated specifications shall be automatically disqualified and rejected and shall not be eligible for further evaluation at any stage of the bidding process.

Case Scenario	One Side (Preferably Frontage)	Minimum Length	Additional Requirements
In/Out arrangement from one side	67 meters	50 meters	Around 6 Kanals; with no road access issues.
In/Out from separate sides (e.g., front/ back/ any side)	67 meters	45 meters	Around 6 Kanals; multiple access routes mandatory.

2. Only Bid(s) that meet the mandatory requirements listed below, as well as any other criteria deem necessary, will be considered for evaluation;

- i. **Proposed Location:** The Land must be in the vicinity of the proposed site(s) for the respective tender(s).

STG TENDER NO.	DESCRIPTION
NCB-RT-GEPCO-GS-Land-03/CE/DEV/GEPCO/PMU/2025-26	A contiguous piece of Land (around 6 Kanal) is required for the <b>Construction of 132 kV Gondlanwala (GIS) Grid Station</b> in District Gujranwala. The Land must be located along the main road in the vicinity of <b>Garjakh, Rajkot</b> , or other adjacent areas within a radius of <b>2 km</b> . The site should be suitable in all respects for grid station construction and related infrastructure.

- ii. **Land Size:** Sufficient Land area needed to accommodate the Grid Station equipment, buildings, access roads, and safety clearances as per requirement of GEPCO.
- iii. **Feasibility:** Ensure that the selected Land is suitable for the construction of Grid Station.
- iv. **Grid Connection:** Proximity to the power grid in order to facilitate the connection of the Grid Station to the existing electrical network in terms of 132-kV In-Out arrangement as well as 11-KV Feeders arrangement for electricity distribution.
- v. **Accessibility:** The site should have good access to roads for the transportation of heavy equipment and materials during the construction and maintenance phases preferably on main road.
- vi. **Legal and Environmental Compliance/ Consideration:**
  - a. The proposed site must be free from any legal dispute, claim, encumbrance, or litigation and must not be located within an environmentally sensitive area, disaster-prone zone (including but not limited to earthquake- or flood-susceptible areas), or any protected, restricted, or regulated Land classification under applicable laws and regulations.
  - b. The proposed Land should be located at minimum 100 meters from any Distributary, Nallah, Sewerage drain and any other pollution emitting source (such as Rice processing Mills/ shellers/ Tannery Zone etc.) and 500 meters from river floodplain.

- vii. Civil Related Assessment:** Drainage, ground leveling and other civil related assessment.
- viii. Other Necessary Assessments:** Any other assessment that deems necessary for the construction of Grid Station.
- ix.** Bids meeting the mandatory requirement as Technically assessed by the GEPCO Site Selection Committee (SSC)/ Technical Evaluation Committee will be declared as responsive. A bid determined as non-responsive by the committee will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- x.** The bids will be evaluated technically by GEPCO Site Selection Committee (SSC)/ Technical Evaluation Committee as per the technical evaluation criteria mentioned at BDS clause 14.
- xi.** Financial bids of only those bidders shall be opened who were declared as Technically responsive by the Site Selection committee (SSC)/ Technical Evaluation Committee.
- xii.** The relevant GEPCO Financial Assessment Committee/ Land Price Assessment Committee will evaluate only the bids previously determined to be Technically Responsive by Site Selection Committee. The bids will be evaluated as a whole.
- xiii.** GEPCO Authority reserve the right for the selection of most advantageous bid for Land which has met the mandatory requirements, found substantially responsive to the terms and conditions as set out in these bidding documents and evaluated as the most advantageous bid on the basis of cost and suitability of Land thereof, as specified in these bidding documents.
- xiv.** No Land owner/ Land provider shall contact GEPCO on any matter relating to its tendering process from the time of opening of bids to the time of announcement of technical evaluation report by Site Selection Committee.
- xv.** Any effort by a bidder to influence GEPCO in the evaluation, comparison or selection decision may result in the rejection of its bid.
- xvi.** An independent, PBA-registered Land Price Evaluator (listed on the SBP website) will conduct a third-party valuation of the proposed Land after the opening of the Financial Bid.
- xvii.** After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (specified Land dimensions/ technical specifications /requirements), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid (Most Advantageous Bid).

## **ADDITIONAL DOCUMENTS REQUIRED &**

### **ADDITIONAL INFORMATION**

A contiguous piece of Land (around 6 Kanal) is required for the **Construction of 132 kV Gondlanwala (GIS) Grid Station** in District Gujranwala. The Land must be located along the main road in the vicinity of **Garjakh, Rajkot**, or other adjacent areas within a radius of **2 km**. The site should be suitable in all respects for grid station construction and related infrastructure.

In addition to the documents stated in **ITB 11**, the following documents must be included with the Bid:

1. Specification/ Dimensions of Land: GIS (Gas Insulated Switchgear) Grid Station (Minimum Required Area: Around 6 Kanals);

<b>Case Scenario</b>	<b>One Side (Preferably Frontage)</b>	<b>Minimum Length</b>	<b>Additional Requirements</b>
In/Out arrangement from one side	67 meters	50 meters	Around 6 Kanals; with no road access issues.
In/Out from separate sides (e.g., front/ back/ any side)	67 meters	45 meters	Around 6 Kanals; multiple access routes mandatory.

2. Bidding document must clearly state "Land Dimension" final suitability will be determined post-bid verification by the Site Selection Committee (SSC)/ Technical Evaluation committee in accordance with GEPCO SOP.
3. All documents mentioned in the bidding document including technical, contractual & financial, etc., shall be duly completed, signed, and submitted as part of the bid.
4. The bidder shall provide the Ownership Record in form of latest **Fard Malkiyat (فرد ملکیت)** issued by the **Revenue Department / Patwari / Land Record Authority**.
5. The bidder shall provide the **Aks Shajra (شجرہ عکس)** issued by the **Revenue Department / Patwari / Land Record Authority**, clearly indicating all features and boundaries on the **East, West, North, and South sides**.
6. The bidder shall provide a **Google Earth Map** clearly indicating the exact location of the offered site/land, nearby landmarks, approach roads, and surrounding features.
7. The Land Owner(s) shall provide an **Undertaking on stamp paper of value Rs. 1,200/-**, duly signed, stating that **the Land Owner(s) is/are willing to sell the land for the said purpose**.
8. The offered land dimensions shall be in accordance with the requirements specified in the table at **Sr. No. 1**.
9. The bidder shall provide details of the available land area, land surroundings, level of land (**Natural Surface Level (NSL)** in comparison with the access road), nature of land, i.e., (**Residential, Commercial, Industrial, or Agricultural**), and land specifications in accordance with the revenue record (**272 sq. ft. per Marla, as required by GEPCO**), along

with any other information considered essential related to the land.

10. The Land Provider/Land Owner may submit more than one location, a maximum of **three (03) land options**, subject to **a single financial bid only**. All proposed land options must be **uploaded on EPADS v2.0 prior to the bid closing time**.
11. The offered land shall consist of **one single piece of land**, free from any litigation, disputes, claims of legal heirs, or encumbrances.
12. The bidder shall be responsible for compliance with all prevailing **SOPs, rules, regulations, and bylaws** of the concerned Local Authorities.
13. The bidder shall submit the **original Bid Security**, in the name of the **Chief Executive Officer, GEPCO**, **before the closing date and time of bid submission**.
14. The successful bidder shall submit the **Performance Guarantee Form** on stamp paper worth Rs. 1,200/- along with the Performance Guarantee, in the name of the **Chief Executive Officer, GEPCO**, to be furnished in the form of a **Bank Guarantee**.
15. The successful bidder shall submit the **Contract Form** on stamp paper of value **Rs. 1,200/-**.
16. The successful bidder shall submit the **Performance Guarantee Form and Contract Form** within **seven (07) days** from the date of issuance of the **Letter of Acceptance (LOA)**.
17. The successful bidder shall submit the duly filled and signed "**Letter of Offer – Technical Proposal**" and "**Letter of Offer – Financial Proposal**" alongwith Technical & Financial Proposals.
18. The successful bidder shall transfer/ handing over/ mutation/ possession of land in the name of **Gujranwala Electric Power Company (GEPCO) Gujranwala**, within Sixty (60) Days from the Issuance of **Purchase Order (PO)/ Work Order/ Effectiveness of the Contract Date** and submit bill in triplicate along with all relevant Documents. The same may be extended on provision of valid justification.
19. The successful bidder shall submit the **Registry and Mutation Documents** of the transferred land to the office of the **Chief Engineer (Development), GEPCO**, within five (05) days.
20. The successful bidder shall submit the **Bills/Invoices** in triplicate to the office of the Chief Engineer (Development) after completion of the transfer/mutation process.
21. After the **Registry/Mutation/Transfer of land**, if any **issue, litigation, or hindrance** arises on the transferred land, the **successful bidder/contractor** shall be **responsible to rectify and resolve** such issues at their own cost.
22. GEPCO/Chief Engineer (Development) shall commence **construction of the boundary wall** on the transferred land within **six (06) months** after mutation. During the construction activity, any hindrance raised by any person shall be resolved by the successful bidder/contractor.
23. GEPCO reserves the right to **forfeit the Performance Guarantee** if any **hindrance/ litigation arises** at the site due to issues related to the transferred land.
24. GEPCO shall **reserve the Performance Guarantee** for a period of **365 days (one year)** after completion of the contract and delivery, transfer, and mutation of the land.

## Letter of Offer – Technical Proposal

### **INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

Place this Letter of Bid in the first envelope “TECHNICAL PROPOSAL”.

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

#### **Date of this Bid submission:**

[insert date (as day, month and year) of Bid submission]

To:

[insert complete name of Procuring agency/Employer]

We, the undersigned Bidder, hereby submit the first part of our Bid, the Technical Proposal,

In submitting our Bid we make the following declarations:

- a) No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- b) Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- c) Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring agency/Employer based on execution of a Bid Securing Declaration or Bid Securing Declaration in the Procuring agency/Employer’s country in accordance with ITB 3;
- d) Conformity:** We offer to execute works in conformity with the bidding document and in accordance with the works requirements: [insert a brief description of the WORKS];
- e) Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 17.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 20.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- f) Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- g) One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture

- member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 19**;
- h) Suspension and Debarment:** We, along with any of our subcontractors, Bidders, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring agency/Employer. Further, we are not ineligible under Pakistan laws;
  - i) State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution];
  - j) Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
  - k) Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
  - l) Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption

**Name of the Bidder:** [insert complete name of Bidder]

**Country of Origin of the Bidder:** [insert country of origin, in case of JV country of origin of lead member]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \* [insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

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

EPADS

**Letter of Offer – Financial Proposal**

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

**Date of this Bid submission:** [insert date (as day, month and year) of Bid submission]

**Request for Bid No.:** [insert number of bidding process]

**Name of Project.:** [insert identification]

**To:** [insert complete name of Procuring agency/Employer]

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal,

In submitting our Financial Proposal we make the following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 17.1** (as amended, if applicable) from the date fixed for the bid submission deadline specified in **BDS 20.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid is:

In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

(c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount

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

(d) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** [insert complete name of the Bidder]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*[insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

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



## **FINANCIAL BID FORM**

Sr. No.	Land area with Address	Total Amount (excluding all Taxes) in PKR		Total Amount (including all applicable Taxes) in PKR			
				Filler		Non-Filler	
		In Figure	In Words	In Figure	In Words	In Figure	In Words

**Must be filled by the Bidder under authorized signatures**

**Name of Bidder-:** \_\_\_\_\_

**CNIC #** \_\_\_\_\_

**Contact Numbers:** (Landline: \_\_\_\_\_, Mobile: \_\_\_\_\_)

**Address:** \_\_\_\_\_

**SIGNATURES** \_\_\_\_\_

**GEPCO  
BLACKLISTING POLICY AS TO  
ENTITIES SUPPLYING GOODS  
AND SERVICES**



**GUJRANWALA ELECTRIC POWER COMPANY (GEPCO)**

**DECEMBER, 2023**

*[Handwritten signatures and initials]*

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## PREAMBLE

In the light of Rule-19 "Blacklisting of Suppliers & Contractors" of the Public Procurement Rules, 2004 (hereinafter "PPRA Rules"), this GEPCO Blacklisting Policy (hereinafter **the Policy**) has been chalked out for all procurements made by GEPCO. The primary purpose of this endeavor is to set deterrence against indulging in corrupt practices or eliciting favors through unfair means on the part of any entity supplying goods and services at any stage of the procurement process initiated by GEPCO or any department affiliated with GEPCO. The Policy is aimed at setting standards of Transparency, Fairness and Accountability throughout the public procurement process. It is further disclaimed that if any clause of this policy afterwards develops contradiction with PPRA Rules, then PPRA Rules will supersede the relevant clause of GEPCO Policy for Blacklisting of Contractors / Consultants / Manufacturers. This document shall be considered an integral part of GEPCO Bidding Documents / Tender Documents/ RFPs as well as contract agreements / purchase orders etc. The bidders shall have to submit an undertaking along with their bid that they have read all the contents of this blacklisting policy/mechanism and they accept all the provisions of this document.



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## DEFINITIONS

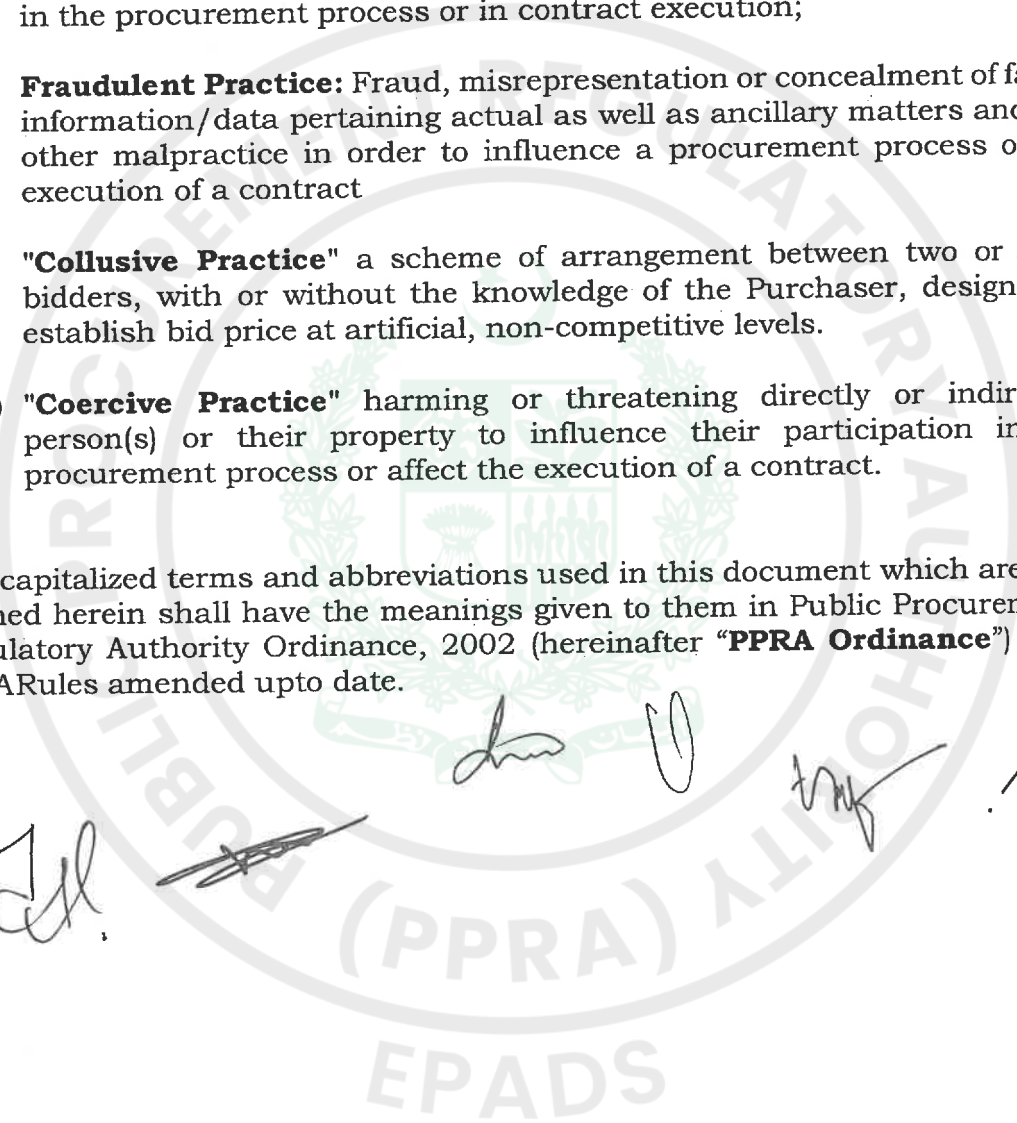
In addition to definitions already mentioned in bidding documents, following additional definitions are also applicable:

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

Contractor during the competitive bidding stage, whereby such Contractor/Supplier is prohibited from further participation in the bidding process of an agency.

- (xiv) **Termination of Contract-** Extinction of contract by reason or resolution or rescission under applicable rules/regulations/laws arising from the default of the firms/individuals.
- (xv) **Corrupt Practice:** the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (xvi) **Fraudulent Practice:** Fraud, misrepresentation or concealment of facts/information/data pertaining actual as well as ancillary matters and any other malpractice in order to influence a procurement process or the execution of a contract
- (xvii) **"Collusive Practice"** a scheme of arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels.
- (xviii) **"Coercive Practice"** harming or threatening directly or indirectly, person(s) or their property to influence their participation in the procurement process or affect the execution of a contract.

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



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## **SECTION 1: EXTENT OF APPLICATION**

This policy shall govern the blacklisting of manufacturers, Suppliers, distributors, Contractor/Suppliers, consultants and consulting firms ("Contractor/Suppliers" for brevity) involved in government procurement for offenses or violations committed during competitive bidding and contract implementation. This Policy will be implemented retrospectively with effect from 28-06-2021. The extent of application of this document encompasses the following:

- i. The Policy shall be applicable and remain in force, along with any amendments thereto, within GEPCO until any further guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.
- ii. The Policy shall also be applicable on the pre-qualified firms as well as registered and un-registered entities.
- iii. The Policy shall be applicable for Suppliers / bidders / Contractor/Suppliers/ local agents / representatives / consultants / firms / individuals / distributors / Manufacturers / organization transacting business with GEPCO.
- iv. Wherever any provision of this policy/mechanism shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of the Statute / Law or rule shall prevail.
- v. After Approval of this policy/mechanism by the competent Authority, it shall be considered an integral part of bidding documents/tender document/RFP as well contract agreement/Purchase Order, unless otherwise specified PPRA Rule-5. The bidder will submit an Undertaking along-with their bid that they have read and accept the provisions of this Policy/Mechanism. Non-submission of an Undertaking may lead to rejection of their bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

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## SECTION 2: RATIONALES FOR BLACKLISTING

**Blacklisting of firms/individuals may be resorted to when the charges are of serious nature, which include but are not limited to the grounds mentioned in this section.**

### 2.1 Rationales at Competitive Bidding Stage

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

- i. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
- ii. Repeated anonymous and frivolous complaints by Contractor/Supplier or anyone of its agent at any stage of the procurement also fall under the umbrella of corrupt practices. This clause is not aimed to prevent any person aggrieved by any act of the procuring agency from lodging a genuine complaint /grievance as provided under Rule-48 of the PPRA Rules-2004. Provision of guidelines of international donor agencies and PPRA provides sufficient opportunity to bidders for redressal of their grievances.
- iii. Submission of eligibility requirements containing false information or falsified or spurious documents
- iv. Submission of false/forged/Unauthentic Bid Security/Pay Order/CDR or infringement of documents to get undue monetary or any other benefit.
- v. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids or making frivolous complaints and allegations in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- vi. Unauthorized use of one's name, or using the name of another for purpose of public bidding.
- vii. Withdrawal of bid(s) after submission, or refusal to accept an award, or enter into contract with the government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated/ranked Responsive Bid.
- viii. Refusal or failure to submit the required performance security within the prescribed time limit.
- ix. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his/her favor.
- x. All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to: an eligible Contractor/Supplier not buying bid

documents from procuring agency or not complying with the requirements during bid evaluation, and Contractor/Suppliers habitual withdrawal from bidding for at least three (3) times within a year.

- xi. Bidder(s) (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefit(s) of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- xii. Involved in litigation or unlawful petitioning at various forums to influence or obstruct the procurement process either on his/her own behalf or at the behest of any other vested interest.
- xiii. Breach of confidentiality of evaluation process based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.
- xiv. Any effort by the bidder to influence the procuring agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement.

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

## **2.2 Rationales at Contract Implementation Stage**

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

- i. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
- ii. Extraordinary delay in signing or refusal to accept the Notification of Award (NOA) and/or the contract without any cogent reason.
- iii. Failure of the Contractor/Supplier, due solely to his/her fault or negligence, to mobilize and start work or performance within the specified period in the Notice of Award (NOA).
- iv. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment guarantee etc.
- v. Failure by the Contractor/Supplier to fully and faithfully comply with its contractual obligations without valid reason, or failure by the Contractor/Supplier to comply with any written lawful instructions of the procuring entity or its representative(s) pursuant to the implementation of the contract.

- vi. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
- a. Employment of competent technical personnel, competent engineers and/or work supervisors; and Deployment of committed equipment, facilities, support staff and manpower; and
  - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - d. Renewal of the effective dates of the performance security after its expiration during the course of contract implementation.
- vii. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- viii. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, Supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract or as under:
- a. Deviations from specifications and terms & conditions of the purchase order/contract.
  - b. Provision of fake prototype/type test reports
  - c. Provision of fake inspection call FAT/type test
  - d. Failure to rectify the fault/damage/problem during period of warrantee
  - e. Supply of goods through inappropriate way such as smuggling of goods
  - f. Supply of stolen goods/re-sold goods.
  - g. Provision of fake /forged custom /taxes /duties documents
  - h. Willful supply of substandard material in place of the material inspected and validated by the nominated inspectors.
- ix. For the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance and is liable to be Blacklisted:



## GEPCO Blacklisting Policy

- a. Defective design resulting in substantial corrective works in design and/or construction;
  - b. Failure to deliver critical outputs due to consultant's fault or negligence;
  - c. Specifying materials which are inappropriate, sub-standard, or way above acceptable standards.
  - d. Allowing defective workmanship or works by the Contractor/Supplier being supervised by the consultant. Submitting CV's of key personnel in the prequalifying process or bid documents of professionals that are not in actual employment of the bidder or without consent of experts.
  - e. Acting together (Contractor/Supplier & Consultant) in secret toward a fraudulent or illegal end
- x. For the procurement of infrastructure projects, poor performance by the Contractor/Supplier or unsatisfactory quality and/or progress of work arising from his fault or negligence. Any of the following acts by the constructor shall be construed as poor performance:
- a. Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the Contractor/Supplier; and
  - b. Quality of materials and workmanship not complying with the approved specifications/Drawing(s) arising from the Contractor/Supplier's fault or negligence.
  - c. Unnecessary delay in completion of project
  - d. Failure to rectify fault/problem/damages during defect liability period.
  - e. Willful or deliberate abandonment or non-performance of the project or contract by the Contractor/Supplier resulting to substantial breach thereof without lawful and/or just cause.
  - f. Installing the replaced material instead of the material that was allocated or officially declared as such for any particular project under-construction.
  - g. Any misappropriation committed while returning the dismantled material.
- xi. In addition to above, other grounds for blacklisting of firms/individuals include but are not limited to the following:
- a. Obtaining fraudulent payments;
  - b. Obtaining contracts by misleading the purchaser;
  - c. Refusal to pay GEPCO dues etc.;
  - d. Failure to fulfill contractual obligations Changes in the status of firm's ownership/partnership etc., causing dissolution of the firm which

- existed at the time of inspection prior to original registration of the firm
- e. Registration of a firm with a new name by the Proprietor or family or a nominee thereof of a firm that has been already blacklisted;
  - f. Contractor/Suppliers who have negotiated Plea Bargain under the National Accountability Ordinance 1999, or Contractor/Suppliers involved with any other criminal proceedings conducted by any investigation agency where default has been proved specifically in relation to supplies made to or contracts concluded with GEPCO or department thereof;
  - g. Non-compliance of the existing policy/rules/law of GoP during execution of contract.
  - h. Hiring of under-age personnel for assignments or works violating Child Labor (Prohibition and Regulation) Amendment Bill, 2016.
  - i. Non-Adherence to safety Codes.
  - j. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to terminate the contract, recover the loss and debar the bidder/firm/JV/Contractor/Supplier/consultant from participation in future tenders. The procuring agency shall be the sole judge to determine the importance of the project.

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



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## SECTION 3: "GEPCO STANDING COMMITTEE FOR BLACKLISTING"

### 3.1 Structure of Committee

A permanent Committee namely "GEPCO's Standing Committee for Blacklisting" comprising of the following members shall examine the justification of the reasons given by the Project Authority prior to blacklisting / debarment of any firm/Supplier/Contractor/Supplier/ individual.

- |  |          |
|--|----------|
| i. General Manager Technical   | Convener |
| ii. Chief Law Officer GEPCO  | Member   |
| iii. Representative of Finance Director<br>(Not Less than the Rank of Manager) | Member   |
| iv. Manager (Material Management)  | Member   |
| v. Manager Procurement PMU   | Member   |

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

### 3.2 Provision of Additional Member or Third-Party Expert

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

### 3.3 Procedure for Suspension and Blacklisting.

Following is the procedure for the suspension and blacklisting of the delinquent entity.

#### a. Initiation of Action

Upon receipt of or obtaining information and / or knowledge that any person(s) is involved in practices mentioned in Section 2 the concerned project Authority / formation may initiate the suspension and blacklisting proceedings by filing its recommendations with the procuring agency or procuring agency also by itself commence the proceedings upon prima facie (self-sufficient) determination that the bidder/ prospective bidder/ JV/ Person/Entity has undertaken any of the grounds for blacklisting during the competitive bidding or contract implementation stage as mentioned in Section 2 of the Policy.

The Project Director or Project Implementation Agency shall provide

substantial evidence for the person/entity/Joint Venture/Firm against whom the case for blacklisting has been initiated.

**b. Notice to Party**

Upon verification of the existence of rationales for blacklisting, the procuring agency shall immediately notify the Contractor/Supplier concerned in writing, advising him that:

- i. Complaint for suspension or blacklisting or both has been filed against him, or he has been considered by the procuring agency for suspension and blacklisting, stating the grounds for such;
- ii. He has the opportunity to explain his position regarding why he should not be suspended and blacklisted;
- iii. Hearing shall be conducted before the procuring agency or "GEPCO's Standing Committee for Blacklisting", upon his request, where he may present documentary evidence, verbal testimony and cross-examine the witnesses presented against him; and
- iv. The consequences of being suspended and blacklisted.

Within seven to fourteen (7-14) calendar days from receipt of notification, the bidder shall submit its written reply with documentary evidence to the procuring agency or "GEPCO's Standing Committee for Blacklisting" with a manifestation for request of hearing to determine questions of fact, if he so desires. No time extension shall be allowed. If Contractor/Supplier fail to answer within the stipulated period, the procuring agency shall issue a resolution recommending its blacklisting with the immediate suspension of the Contractor/Supplier from participating in any bidding process of the agency for a certain period and the forfeiture of his bid security.

**c. Hearings**

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

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

**d. Decision**

The Head of the Procuring Entity shall, within fifteen (15) days from receipt of the resolution and the records of proceedings, determine whether reasonable cause exists for the suspension of the Contractor/Supplier and the forfeiture of the latter's bid security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision regarding its blacklisting and

**GEPCO Blacklisting Policy**

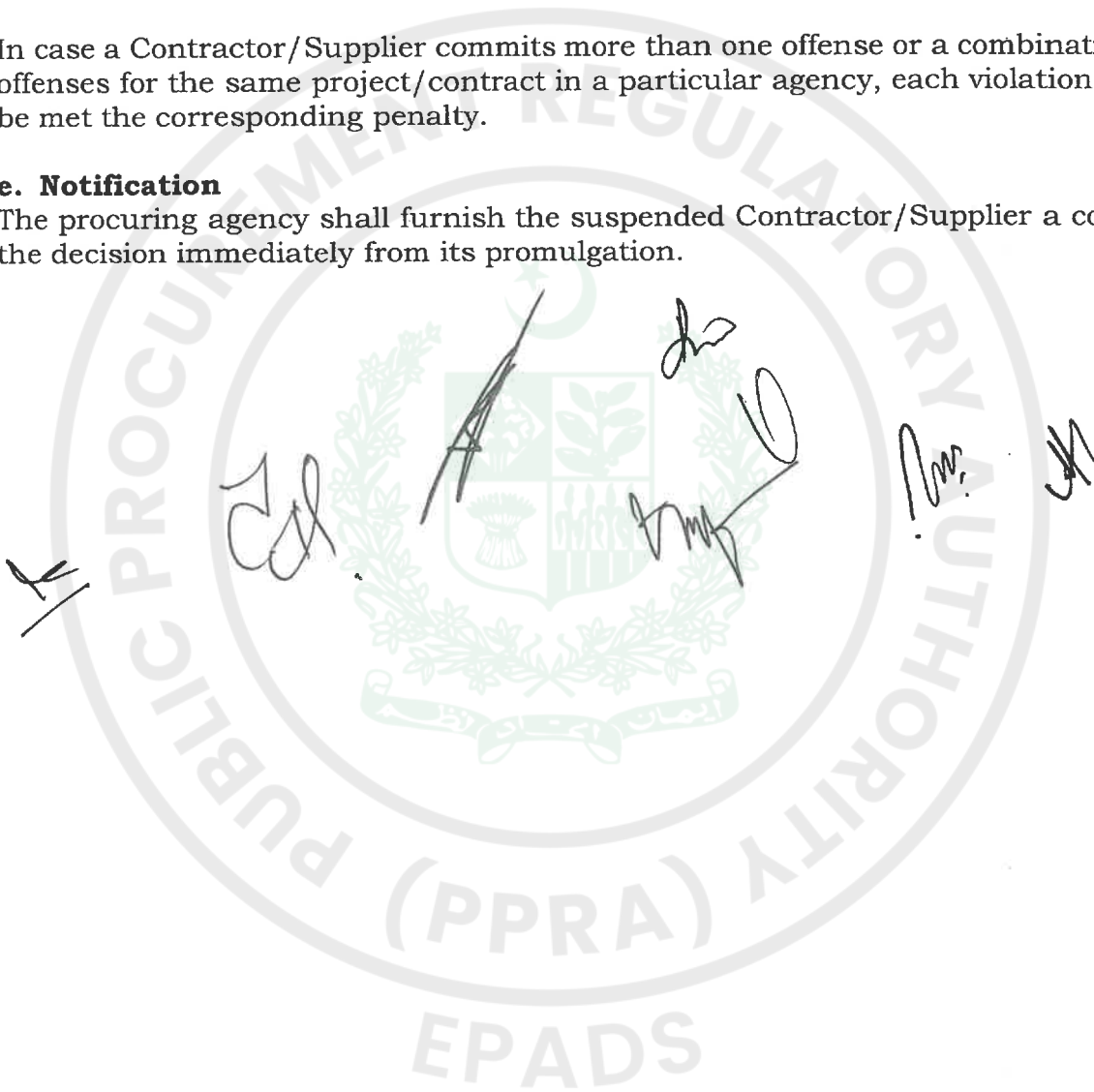
suspending the Contractor/Supplier from participating in any bidding process of the agency, and further declaring that his bid security is forfeited. Otherwise, he shall dismiss the case.

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

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

**e. Notification**

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



## SECTION 4: REVIEW, APPEAL & PERIOD OF DEBARMENT

### 4.1 Filing of Appeal for Review Against Decision

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

#### a. Constituting Decision Review Committee

The procuring agency shall constitute an independent senior-level "Decision Review Committee" comprising following three members:

- |      |                              |          |
|------|------------------------------|----------|
| i.   | General Manager (Operations) | Convener |
| ii.  | Chief Financial Officer      | Member   |
| iii. | Chief Engineer (Development) | Member   |
| iv.  | Manager (S&I)                | Member   |

#### b. Timeline for Deciding the Review Appeal

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

#### c. Finalization of Decision

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

### 4.2 Filing of Appeal with the Authority

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

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

### 4.3 Period of Debarment for Blacklisted Firms

The period of Debarment or Blacklisting shall be decided as per PPRA Rules.

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## SECTION 5: GENERAL INSTRUCTIONS

### a. EFFECTIVENESS

As mentioned earlier, this Policy will have retrospective effectiveness thus governing all the cases that may be lying pended since 28-06-2021.

### b. AMENDMENTS

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


### c. DELISTING

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

### d. COMMUNICATION AND DISSEMINATION

The Procuring Agency shall apprise the Procurement Committee/GEPCO Board of Directors (BoD) before communicating its Blacklisting decision to the Authority, if a Firm/Company/Bidder/JV/Manufacturer/Sub-Contractor/Supplier/ Consultant etc. is declared blacklisted by the GEPCO. The blacklisting agency concerned shall intimate the PPRA /NTDC/WAPDA/PEC/SECP /DISCOs or other stake holders concerned, within seven (7) calendar days after the issuance of the blacklisting order/delisting orders made by the agency.



	<b>GUJRANWALA ELECTRIC POWER COMPANY LIMITED</b>
	<b>Office of the Chief Executive Officer GEPCO</b> 565-A Model Town, G.T Road Gujranwala
<b>No:</b>	<b>Dated:</b>

**Form for Hearing**

Through Registered AD, Courier Service or email or Fax or WhatsApp.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. A committee for investigation of blacklisting Proceedings in furtherance of Rule 19 PPRA, 2004 has been constituted to investigate and decide upon the allegations at Para-2/below. You are required to appear in person or defend in writing with evidence on \_\_\_\_\_ at GEPCO Head Office, 565-A Model Town, Gujranwala, as to why you should not be blacklisted for:

\*\*\*\*\*Add charge\*\*\*\*\*

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

**Officer In-charge**