Standard Bidding Document

NCB-STG-3: Procurement of Control Cables under GEPCO's own resources. (Goods)

National

Single Stage-Two Envelope

July 14, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **PMU GEPCO (Gujranwala Electric Power Company Limited (GEPCO))** has reserved Funds for the procurement planned for FY **2026-27**. 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 "**NCB-STG-3: Procurement of Control Cables under GEPCO's own resources.**" with the reference of **"P59678"**

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

3. **Single Stage-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, Bank Guarantee** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/59678** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Thursday, July 30, 2026 10:40 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Thursday, July 30, 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

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

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Instructions to Bidders

A. Introduction

1.Scope of Bids

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

2. Source of Funds

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

3. Eligible Bidders

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

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

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

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

any instructions issued by the Authority.

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

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

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

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

2. have controlling shareholders in common; or

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

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

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

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

3.7 A Bidder may be ineligible if –

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

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

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

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

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

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

4. Eligible Goods and Related Services

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

5. One Bid per Bidder

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

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

6. Cost of Bidding

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

B. Bidding Documents

7. Contents of Bidding Document

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

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

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

8. Clarification of Bidding documents

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

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

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

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

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

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

9. Amendment of Bidding documents

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

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

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

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

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

C. Preparation of Bids

10. Language of Bid

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

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute thedocuments 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 itsBid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bids

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

15. Bids Prices

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

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

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

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

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

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

16. Bids Currencies

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

17. Bids Validity Period

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

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

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

18. Bid Security or Bid Securing Declaration

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

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

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

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

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

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

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

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

a. the expiry of the Bid Security;

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

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

d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

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

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

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or

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

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

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

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

20. Format and Signing of Bid

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

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

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

22. Deadline for Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

23. Opening of Bids

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

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

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

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

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

24. Clarification of Bids

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

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

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

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

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

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

25. Preliminary Examination of Bids

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

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

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

3. is accompanied by the required securities; and

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

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

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

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

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

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

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

26. Examination of Terms and Conditions; Technical Evaluation

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

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

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

27. Correction of Errors

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

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

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

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

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

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

28. Conversion to Single Currency

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

29. Evaluation of Bids

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

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

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

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

highest bidder and so on.

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

30. Domestic Preference

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

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

31. Determination of Successful Bid

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

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

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

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

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

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

32. Abnormally Low Financial Bids

32.1Where 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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

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

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

A. Introduction

BDS Clause Number 1
ITB Number 1.1

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

The subject of procurement is: **NCB-STG-3: Procurement of Control Cables under GEPCO's own resources.**

Expected commencement date: **Monday, September 28, 2026**

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P59678**

BDS Clause Number 3
ITB Clause Number 3.1

JV/Consortium or Association Allowed: **Yes**
Number of JV/Consortium Members: **2**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4
ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Monday, July 27, 2026

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

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

List of documents required along with the bid:

1. Documents required with bid are as mentioned in the bidding document.

BDS Clause Number 6
ITB Number 11.1
Items/Lots and threre related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

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

BDS Clause Number 10
ITB Number 17.1

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

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee**

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

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

GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, G.T. Road., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). before bid submission deadline.

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

The deadline for Bids submission is: **Thursday, July 30, 2026 10:40 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

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

Day *:* ***Thursday***

Date: ***Thursday, July 30, 2026***

Time *:* ***11:10 AM***

BDS Clause Number 14
ITB Number 31.1

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

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

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

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Eligibility Criteria

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

Eligibility Criteria	Document
Electronic Bid(s) for the following tender are invited from Registered/Prequalified firms with DISCOs/NTDC/ WAPDA/ GENCOS or PPMC as authorized dealers / manufacturers / suppliers, without any element of foreign exchange and for free delivery (FCS) at GEPCO Ware House Wazirabad.	Yes
Submission of an undertaking to conduct fresh type tests shall not be accepted under any circumstances. Only already type-tested equipment, accompanied with valid and complete Type Test reports from designated laboratories, will be considered. Bids without valid type test reports, or with incomplete or missing reports, will be rejected/declared non-responsive without further consideration	No

The Average Annual Turnover for the last three years should be equal to OR more than PKR- 32 Million.	Yes

Evaluation Criteria

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

Least Cost Based Selection (LCBS)

Technical Marks	**500**
Passing Marks	**500**
Technical Evaluation Criteria	
Qualification criteria and experience criteria as well as supply record as mentioned in Annexure-C to bidding document. (Quantitative)(Doc Required)	100
Financial capacity , FBR registration etc and Average annual turnover as per Annexure C to Bidding document. (Quantitative)(Doc Required)	100
Valid and complete Type Test Reports as per NGC (former NTDC) Type Test policy 2023 and or relevant NGC (former NTDC) specifications shall have to be uploaded on EPADS v2.0. Manual submission of complete or any part of Type Test Report shall not be entertained before or after bid opening date. (Quantitative)(Doc Required)	100
Conformity to relevant NGC (former NTDC) specifications and Technical data. The Technical data of offered material must be attached here. (Quantitative)(Doc Required)	100
Other relevant documents and certificates as required in bidding document. (Quantitative)(Doc Required)	100

Items/Lots

Lot Title : Control Cables

Bid Security : 800000 PKR

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Control Cable 4x2.5mmsq	Control cable	**Address:** GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, G.T. Road., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). **Schedule:** 120 Days **Quantity:** 9000/m	9000 / m	Manufacturer Authorization form	24 Months
Control Cable 8x2.5mmsq	Control cable	**Address:** GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, G.T. Road., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). **Schedule:** 120 Days **Quantity:** 2500/m	2500 / m	Manufacturer Authorization form	24 Months
Control Cable 16x2.5mmsq	Control cable	**Address:** GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, G.T. Road., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). **Schedule:** 120 Days **Quantity:** 6500/m	6500 / m	Manufacturer Authorization form	24 Months

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Control Cable 4x6mmsq	Control cable	**Address:** GEPCO Plaza, 2nd Floor, Opp. Saddar Police Station, Beside Camping Ground, G.T. Road., Gujranwala City, Gujranwala (District), Gujranwala Division (Division), Punjab (Province). **Schedule:** 120 Days **Quantity:** 8500/m	8500 / m	Manufacturer Authorization form	24 Months

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Related Services of Goods:

No

Control Cables

Item	UNSPSC	Related Services
Control Cable 4x2.5mmsq	Control cable	Insurance, FCS delivery and other services mentioned in bidding document.
Control Cable 8x2.5mmsq	Control cable	Insurance, FCS delivery and other services mentioned in bidding document.
Control Cable 16x2.5mmsq	Control cable	Insurance, FCS delivery and other services mentioned in bidding document.
Control Cable 4x6mmsq	Control cable	Insurance, FCS delivery and other services mentioned in bidding document.

Items/Lot Specification

Lot Title : Control Cables

Item: Control Cable 4x2.5mmsq

UNSPSC: Control cable

Specifications / Requirements:

As per specification mentioned in Annexure-B to bidding Document. P-100:2022 (Amended-to-date)

Item: Control Cable 8x2.5mmsq

UNSPSC: Control cable

Specifications / Requirements:

As per specification mentioned in Annexure-B to bidding Document. P-100:2022 (Amended-to-date)

Item: Control Cable 16x2.5mmsq

UNSPSC: Control cable

Specifications / Requirements:

As per specification mentioned in Annexure-B to bidding Document. P-100:2022 (Amended-to-date)

Item: Control Cable 4x6mmsq

UNSPSC: Control cable

Specifications / Requirements:

As per specification mentioned in Annexure-B to bidding Document. P-100:2022 (Amended-to-date)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Items

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. Definitions

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

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

b. “Procuring Agency” means:-

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

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

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

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

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

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

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

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

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

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

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

l. “Government” means the Government of Pakistan;

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

n. "Service" means any object of procurement other than goods or works;

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

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

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

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

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

2. Application and Interpretation

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

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

3. Applicable Law

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

4. Governing Language

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

5. Notices

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

6. Delivery/Location

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

7. Authorized Representatives / Authority of Member in charge

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

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

8. Effectiveness of Contract

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

9. Commencement of Services

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

10. Program

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

11. Starting Date/Expiration Date

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

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

12. Entire Agreement

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

13. Modification

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

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

14. Force Majeure

14.1 Definition

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

14.2 No Breach of Contract

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

14.3 Extension of Time

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

of Force Majeure.

14.4 Payments

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

15. Termination

15.1 By the Procuring Agency

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

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

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

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

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

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

15.2 By the Bidder

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

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

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

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

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

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

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

16.2 Law Applicable to Goods

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

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

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

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

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

17.3 Prohibition of Conflicting Activities

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

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

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

18. Confidentiality

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

19. Insurance to be Taken Out by the Bidder

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

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

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

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

(b) changing the Program of activities; and

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

21. Reporting Obligations

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

22. Liquidated Damages

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

22.2 Correction for Over-payment

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

22.3 Lack of performance penalty

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

23. Performance Guarantee

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

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

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

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

24. Fraud and Corruption

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

25. Sustainable Procurement

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

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

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

29. Change in the Applicable Law

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

30. Services and Facilities

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

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

F. Payments to the Bidder

31. Contract Price

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

32. Terms and Conditions of Payment

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

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

33. Currency of Payment

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

G. Quality Control

34. Identifying Defects

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

35. Correction of Defects,and

Lack of Performance Penalty

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

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

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

36. Taxes and Duties

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

H. Settlement of Disputes

37. Alternate Dispute Resolution

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

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: 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).

The Supplier is:

The title of the subject procurement is: NCB-STG-3: Procurement of Control Cables under GEPCO's own resources.

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

Language:

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

Number of GC Clause 5

Notices:

The addresses for the notices are:

Procuring Agency:

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

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

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

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17**.**

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.05%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Bank Guarantee**

Number of GC Clause 32

Payment terms:

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

Number of GC Clause 33

Currency of Payment:

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

Number of GC Clause 34

Identifying Defects:

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

Inspections & Tests Requirements

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

For Physical Fitness having No Damages (Certificate from supplier)

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

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

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

Delivery & Documents

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

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

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

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

Certificate of Origin.

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

Number of GC Clause 37

Following is the guidance for Dispute Resolution

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

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

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

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

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

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

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the

laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P59678***

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., **NCB-STG-3: Procurement of Control Cables under GEPCO's own resources. (*P59678*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **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

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

forms of bid document Annex-A

The forms of bid to be submitted by the bidders are attached as Annexure-A to bidding document.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **forms of bid document Annex-A** (page number: 71)

Specifications Technical Provisions Annex B to Bid

Relevant Specifications/Technical provisions are attached as Annexure-B to bidding document.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Specifications Technical Provisions Annex B to Bid** (page number: 88)

Qualification criteria and experience & Financial capacity & turnover - Annexure C to Bid

Qualification criteria and experience,Financial capacity & Average Annualturnover requirements are attached asAnnexure C to Bidding document.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Qualification criteria and experience & Financial capacity & turnover -Annexure C to Bid** (page number: 91)

Additional Conditions of Contract -Annex D

Additional Conditions to Contract (ACC) are mandatory. Bidders are required to read, understand, and sign the ACC before submitting their bid.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Additional Conditions of Contract -Annex D** (page number: 95)

Blacklisting Policy GEPCO Annex-E

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

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Blacklisting Policy GEPCO Annex-E** (page number: 114)

Procurement Forms

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 131)

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 132)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 134)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 135)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 137)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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EPADS

Additional Forms and Documents

Annexure-A to Bid
STANDARD FORMS

1. Letter of Offer Technical Proposal
2. Bid Security form in case of Bank Guarantee
3. Schedule of Technical Data (As per relevant specifications)
4. Schedule of deviations from Technical Specifications.
5. Schedule of Qualification of Bidders.
6. Schedule of delivery
7. Certificate / Declaration (Not indulging in illegitimate business practices)
8. Letter of Offer Financial Proposal
9. Schedule of Prices for equipment / material
10. Form of Undertaking Joint Venture Partners
11. Production Capacity of Manufacturer
12. Annexure-I of PPRA SRO 592

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM OF TECHNICAL BID

Date:
Bid for Tender No:_____

To:

Chief Engineer (Development) PMU
GEPCO, Gujranwala

Gentleman,

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: NIL
(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery and Completion Schedule, the Goods as stated below on
_____
_____
_____
[Bidder to delete item(s) not quoted in its Bid]

(c) We undertake that the Bid Security and requirements of the Bidding Documents are enclosed with Technical Bid.
(d) Our Bid shall be valid for a period of _____days from the date fixed for the bid opening deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(e) If our Bid is accepted, we commit to submit a Performance Security for the due performance of the Contract/Purchase Order.
(f) We understand that our Bid (Technical 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 _____

In the capacity of _____

Signed and Stamped_____

Duly authorized to sign the Bid for and on behalf of _____ (Name of Bidder)

Date _____

Witness:

Name: _____

Signature: _____
Address: _____

BID SECURITY FORM

Security Executed on_____

Name of Surety with Address _____
(Not other than a scheduled Bank in Pakistan)
Name of Principal (Supplier) with address _____
_____Penal sum of Security
_____
_____ (express in words and figures)
_____ Date of Bid_____
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto the Gujranwala Electric Power Company "GEPCO" (hereinafter called the Purchaser) in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____for GEPCO; and

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

1. that the Bid Security shall remain valid for not less than Twenty eight (28) days beyond the validity of Bid.
2. that the Bid Security of unsuccessful Bidder will be returned by GEPCO after expiry of its validity or upon signing of the Contract.
3. that in event of failure of the successful Bidder to execute the proposed Contract for such work and furnish the required Performance Security, the entire said sum be paid immediately to the GEPCO as liquidated damages and not as penalty for the successful bidder failure to perform.

NOW THEREFORE, if the successful Supplier shall, within the period specified therefore, on the prescribed form presented to him for signatures enter into a formal contract with GEPCO in accordance with his Bid as accepted and furnish within seven (07) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required upon the form prescribed by the GEPCO for the faithful performance and the proper fulfillment of said Contract or in the event of withdrawal of said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

WITNESS	**SURETY**
1. _____ _____ _____ (Corporate Secretary Seal)	1. Signature_____ 2. Name_____ 3. Title_____ _____ _____ _____ Corporate Surety (Seal)
2. _____ _____ _____ (Seal)	

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS GIVEN IN SECTION-V

Note:- Attach additional sheets, if necessary.

Sr. No.	CLAUSE NO. OF TECHNICAL SPECIFICATIONS	VARIATION

NOTE: Bidders must recognize that substantial deviations in excess of those defined in Clause 29.4 of Section-II (Instructions to Bidder) may render the bid substantially non-responsive and subject to rejection

SEAL & SIGNATURE OF BIDDER

SCHEDULE OF QUALIFICATION OF BIDDER

NOTES: 1) Please supply the following information with the bid separately and indicate herein its references where this information is available.

2) Non submission of the required information may result in rejection of the bid.

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

NOTE: Bidders are advised to respond fully to above questions to satisfy requirements of bidding document. Failure to provide adequate information may render bid non-responsive.

SEAL & SIGNATUR

SCHEDULE OF DELIVERY						
	Delivery period will be reckoned from the date of issuance of Purchase Order (P.O)					
SR. NO.	DESCRIPTION	Unit	Qty.	Country of Origin	Delivery period required FCS	Delivery period offered FCS
1	2	3	4	5	6	7
1	Control Cable 4x2.5mm^2	Mtrs.	9000		120 days	
2	Control Cable 8x2.5mm^2	Mtrs.	2500			
3	Control Cable 16x2.5mm^2	Mtrs.	6500			
4	Control Cable 4x6mm^2	Mtrs.	8500			

CERTIFICATE/DECLARATION

REGARDING NOT INDULGING IN ILLEGITIMATE BUSINESS PRACTICES

_____
[The Seller/Supplier and local agent] 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/WAPDA/GEPCO or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP/WAPDA/GEPCO) through any corrupt business practice.

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

_____
[The Seller/Supplier and local agent] certify 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/ WAPDA/GEPCO and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

_____
[The Seller/Supplier and local agent] accept full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOP/ WAPDA/GEPCO under any law, contract or other instrument, be voidable at the option of GOP/ WAPDA/GEPCO .
Not withstanding any rights and remedies exercised by GOP/ WAPDA/GEPCO in this regard,
[the Seller/Supplier and local agent] agree to indemnify GOP/ WAPDA/GEPCO for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP/ WAPDA/GEPCO in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier and local agent] 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/ WAPDA/GEPCO.

For Seller/ Supplier
Signature_____
Name_____
Office held_____
(seal)

For Local Agent
Signature_____
Name_____
Office held_____
(seal)

Witnessed by_____
Name_____
Address_____
Occupation_____
(seal)

Signature_____
Name_____
Address_____
Occupation_____
(seal)

(LETTER OF OFFER)
FOR FINANCIAL PROPOSAL

To,
Gujranwala Electric Power Company,
GEPCO, Gujranwala, Pakistan.

Gentlemen:

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

   Addendum No._____ dated_____ for the supply of _____ do hereby accept and agree to the same forming part and parcel of the contract, do hereby offer to supply the above named work for _____ or such other sum as may be ascertained in accordance with the said conditions of the Contract, and the rates currency components and prices set forth in the schedule of prices appended hereto.

2. Should this Bid be accepted by you, we agree;

   a) to send the contract form duly signed on a non-judicial stamp paper of value Rs 1200/- provided in bidding documents, incorporating all agreements between the parties within seven (07) days of the receipt of Letter of Acceptance of this bid.

   b) to furnish a Performance Security in the form of a Bank Guarantee from _____ _____ (Name, Branch & Address of Bank/Insurance Company) to be jointly and severally bound with us in an amount of 10 percent of the above named sum or increased amount in accordance with the Conditions of Contract.

3. We agree that this Bid shall remain valid for a period of _____ days from the date set for opening of Bids, and may be accepted by bidder at any time before the expiration of such period.

4. Until a formal Agreement it is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5. We understand that bidder(s) are not bound to accept the lowest or any bid bidder may receive, and that bidder will not defray any expenses incurred by us in bidding.

6. As security for the due performance of the undertakings and obligations of this bid, we submit herewith a Bid Security in the amount of Pakistani Rs./US$/Currency _____of bidder _____ Rs./US$/Currency of bidder _____ drawn in your favour or made payable to bidder and valid to the period of Twenty eight (28) days beyond the validity of bid.

7. We understand that all Appendices attached hereto form part of this bid.

8. We under take that we will not indulge in any illegitimate business practice. A certificate/declaration to this effect is attached herewith.

9. Signed this _____ day of _____ 20____ being duly authorized for and on behalf of _____.

Signature_____
Name_____
Office held_____

(Seal)

Witnessed by _____
Name_____
Address_____
Occupation _____
(Seal)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE OF PRICES FOR EQUIPMENT/ MATERIAL				
SR. NO.	**DESCRIPTION**	**Unit**	**Total Qty. Required (Nos.)**	**NOT TO BE FILLED.** **Price should be entered in EPADS V.2. inclusive of GST and all other Taxes & duties. However, the bidder must carefully read the Note provided in the Schedule of Prices, as evaluation shall be carried out strictly in accordance with the same. You are required to sign and stamp the form accordingly**
1	**2**	**3**	**4**	
1	**Control Cable 4x2.5mm2**	**Mtrs.**	**9000**	
2	**Control Cable 8x2.5mm2**	**Mtrs.**	**2500**	
3	**Control Cable 16x2.5mm2**	**Mtrs.**	**6500**	
4	**Control Cable 4x6mm2**	**Mtrs.**	**8500**	

Note:

i. A bid that does not cover all items within a Lot will be considered non-responsive and rejected.

ii. The Average Annual Turnover (AAT) of the bidder/supplier, calculated from the last three (3) financial years, must be equal to or greater than the total estimated bid price of the Lot(s) for which the bidder is submitting a bid.

For a single Lot: The required AAT must be at least equal to the estimated price of that Lot.
For multiple Lots: The required AAT must be at least equal to the combined estimated prices of all the Lots for which the bidder is submitting a bid.

iii. In above tender, two items cover one Tender LOT.

SEAL & SIGNATURE OF BIDDER

FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On NON-JUDICIAL PAPER OF MINIMUM RUPEES.1200/-)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……... Two Thousand and ……..by……. a company incorporated under the laws of …… and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s……a company incorporated under the laws of…… and having its Registered Office at…… (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.. .. .. .a Company incorporated under the laws of…….. and having its Registered Office at…….. (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract"{in case of award)] against the Identification No……..for _____ associated with _____ of …….. (Hereinafter called the "**Employer**").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated ..... AND WHEREAS the Employer invited bids for the design, manufacture, Supply of Equipment Materials stipulated in the bidding documents under _____ associated with _____.

AND WHEREAS as per provisions of Annexure-C to this bidding document 'Qualification Criteria & Experience, and technical provisions forming part of the bidding documents, inter-alia, stipulates that an Undertaking of two or more qualified partners, meeting the requirements of 'Qualification & Evaluation Requirement of the Bidder', as applicable may bid, provided, the Joint Venture fulfills all other requirements of the bidding document and in such a case, the Letter of Bids (Technical & Price Bid Form) shall be signed by the Partner –In Charge so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No……..dated…... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of the bidding document has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s……. the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favor of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of …….. has been affixed in my/ our presence pursuant to Board of Director's Resolution dated ……..	For Lead Partner (Party No.-1) For and on behalf of M/s ……..
Name …….....	
Designation ……..	
Signature ……..	(Signature of the authorized representative)

WITNESS :

I. ……

II. ……

Common Seal of …….. has been affixed in my/ our presence pursuant to Board of Director's Resolution dated ……..

Name ……..

Designation ……..

Signature ……..

For Party No.-2
For and on behalf of M/s……..

(Signature of the authorized representative)

WITNESS:

I. ……

II. ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Production Capacity form for manufacturer

Sr #	Total Factory Production Capacity (No. or Sets or other unit)/Year	Order in Hand (No. or Sets or other unit)	Expected order during execution of this contract if awarded(No. or Sets or other unit)	Remaining Capacity of Factory(No. or Sets or other unit)
A	B	C	D	E=(B-C-D)

Signed & Stamped by Manufacturer

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annex-I of PPRA SRO 592

Beneficial Ownership Declaration Performa

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contacts.

1. Name: _____
2. Father's Name / Spouse's Name _____
3. CNIC/NICOP/Passport No. _____
4. Nationality _____
5. Residential Address _____
6. Email Address _____
7. Date on which shareholding, control or interest acquired in the business.

   _____
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

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

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

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

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

[Additional page may be added if required]

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SPECIFICATIONS- TECHNICAL PROVISIONS

1. General

1.1 All design, equipment, material and workmanship shall comply with and be tested in accordance with requirements of the specifications. Equipment or parts which are not covered by the specifications shall comply with rules, codes and regulations of the international electro-technical commission or approved National Standards bodies.

1.2 The general inlet of these specifications is to require the supply of equipment and material equal or superior to those actually described herein. Unless otherwise stated, reference to the brand or manufacturer, if made, is only for the sake of comparison as to type, design, character or quality of the equipment and material desired and shall not be interpreted as eliminating other equipment and material having equal performance, quality and durability.

2. SPECIFICATIONS AND DRAWINGS

2.1 The contract shall be executed in strict conformity with the specifications and/or drawing given or mentioned in this section and the supplier do no 'work' without proper specification, instructions and/or drawings.

2.2 Specifications and/or drawings are intended to complement each other so that if anything is shown on the drawings as required but not mentioned in the specifications or vice versa, it shall be of like effect as if shown or mentioned in both. If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or, if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Procuring Agency whose written explanation and/or clarification shall obtained before proceeding with the work.

2.3 The supplier shall submit to Procuring Agency/ Purchaser, within 15 days of the issuance of the Notification of Award/Letter of Acceptance, for approval of the Procuring Agency, four (4) copies of all drawings, technical literature, data, operation and maintenance instruction books and/or manuals required under the specifications and such other documents as are required in the Technical Specifications or other provisions of the bidding documents or, if the Procuring Agency deems necessary, require changes or modifications to be made therein, the Procuring Agency shall return two copies to the supplier marked "Approved", "Approved as Noted" or "Returned for correction". Each drawing which is noted "Returned for Correction" shall be resubmitted to the Purchaser after corrections.

2.4 The supplier shall then prepare and submit to the Purchaser Three (3) prints and two (2) positive reproducible(s) of the approved drawings. One print shall be stamped "APPROVED" by the Purchaser and returned to the Supplier for his record.

2.5. On completion of the Contract, the Supplier shall deliver to the Purchaser six (6) sets of prints and two (2) sets of positive reproducible of all approved drawings, technical literature, data which show the work in the final or **"as built"** condition. The Supplier shall deliver one (1) set of reproducible of all the drawings to the office of Chief Engineer (Dev) GEPCO. The said drawing and documents shall be permanent and non-fadable.

The reproducible shall be made as high-quality polyester drawings film at least 0.07mm thick or approved equivalent suitable for producing clear prints.

2.6 The Supplier shall allow 30 days for the Purchaser's approval of drawings in his schedule of work and in the time allowed for completion of the Contract. Extra time required for approval of drawings due to deficiencies in design or errors in submitted drawings shall be the responsibility of the Supplier and no extension in time will be allowed on this account.

2.7 Approval by the Purchaser does not relive the Supplier of his responsibility to do the work in accordance with the Contract.

2.8 The supplier shall be responsible for any discrepancies, errors or omissions in any drawings or other particulars supplied by him whether such drawings or particulars have been approved by the designated Evaluation/Vetting Committee or not.

2.9 All drawings and documents furnished by the Supplier in accordance with the Contract shall become the property of the Purchaser.

2.10 Wherever reference is made in the Technical Specifications to a specific standards or codes to be met by the goods and materials to be furnished or tested, provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Purchase Order. Where such standards and codes are national or relates to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

3. LANGUAGE

3.1 All correspondence, Technical literature/Brochures, drawings, name plates, diagrams, applicable data, equipment details, instructions and maintenance books manuals, spare parts books and descriptive data shall be in the English language.

4. UNITS OF MEASUREMENT

4.1 All dimensions and units given by the Bidder in the Bid with its associated drawings and the Approval Drawings as submitted by Bidder shall be metric system and all reference to weights, measurements and quantities shall be in metric units.

5. TYPE TESTS

5.1 The manufacturer/supplier shall supply **valid and Complete** Type Test reports as per relevant NGC (former NTDC) specification and/or NGC (former NTDC) Type Test policy (amended to date) along with the bid for the equipment offered from the Laboratories specified below;

i. KEMA Laboratories Holland.
ii. CESI laboratories Italy.
iii. CRIEPI Laboratories Japan.
iv. KERI, South Korea.
v. HV&SC Laboratory Rawat.
vi. HV&SC Laboratory RTL Faisalabad.
vii. Any other Laboratory accredited by STL and their subsidiaries/affiliates and those mentioned in NTDC Revised Type Test Policy circulated vide No. NTDC/CS/2730-35 dated 03-02-2023.

***Note:**

Submission of an undertaking to conduct fresh type tests shall not be accepted under any circumstances. Only already type-tested equipment, accompanied by **valid and complete** Type Test reports from designated laboratories, will be considered. Bids without valid type test reports, or with incomplete or missing reports, will be rejected/declared non-responsive without further consideration.

6. TECHNICAL SPECIFICATIONS

6.1 All the goods, the qualities of which are defined in Schedule of Prices for main equipment, shall be of the material in accordance with the Technical Specifications as mentioned below.

6.2 The following Technical specifications are to be strictly adhered to:

Sr. No.	Item Description	NGC Specification
1	**Control Cable 4x2.5mm^2**	P-100:2022(Amended-to-date)
2	**Control Cable 8x2.5mm^2**	
3	**Control Cable 16x2.5mm^2**	
4	**Control Cable 4x6mm^2**	

Past Experience and Completed Contracts

QUALIFICATION CRITERIA AND EXPERIENCE

1 General Performance of the bidder or Manufacturers	1.1	In case, bidder or its offered manufacturer after submission of bid or after award of Letter of Acceptance /Purchase Order do not comply with the clauses of tender document/ Letter of Acceptance /Purchase Order, this office will proceed in accordance with Rule 19 of the Public Procurement Rules 2004 (Revised) to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder under GEPCO Blacklisting Policy and debarring him from participation in future bidding for supply of Goods.
2 General Experience	2.1	a) The bidder (in case bidder is manufacturer) should have at least **five (05) years**' experience of manufacturing and **Three (03) years'** satisfactory operational service of the offered equipment. Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non- responsive. b) The bidder (in case bidder is not manufacturer) should be registered/pre-qualified with DISCOs/NTDC/WAPDA/ GENCOS/PPMC. However, the manufacturer in this case should have 05 years' experience of manufacturing and 03 years' satisfactory operational service of the offered equipment. Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non-responsive. c) For JV, the leading partner of JV (in case leading partner is manufacturer) should have at least 05 years' experience of manufacturing and 03 years' satisfactory operational service of the offered equipment. i. The other partner/member of JV (in case other partner is not manufacturer) should be registered/pre-qualified with DISCOs/NTDC/WAPDA/ GENCOS/PPMC. Or ii. the other partner/member of JV (in case other partner is manufacturer) should have at least **five (05) years**' experience of manufacturing and **Three (03) years'** satisfactory operational service of the offered equipment. Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non-responsive.

		d) For JV, the leading partner of JV (in case leading partner is not manufacturer) should be registered/pre-qualified with DISCOs/NTDC/WAPDA/ GENCOS/PPMC and its manufacturer should have 05 years' experience of manufacturing and 03 years' satisfactory operational service of the offered equipment. i. The other partner/member of JV (in case other partner is not manufacturer) should be registered/pre-qualified with DISCOs/NTDC/WAPDA/ GENCOS/PPMC. Or ii. the other partner/member of JV (in case other partner is manufacturer) should have at least **five (05) years**' experience of manufacturing and **Three (03) years'** satisfactory operational service of the offered equipment. Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non-responsive.
3. Operational Certificate & Supply Record	3.1	Schedule of qualifications duly filled in should be submitted with the Technical bid and extra sheets may be used to furnish qualifications, experience and supply record (year wise) of the manufacturer for the offered equipment indicating addresses/contract numbers of the Purchasers/Procuring Agency/clients and Performance certificates of satisfactory operation. Non-submission of said documents/certificates shall render the bid non-responsive.
4. Manufacturer Authorization	4.1	The bidders, who are not manufacturers themselves, shall furnish an Authorization from the concerned Manufacturer to submit a bid for supply of their goods in Pakistan against this tender.

Financial Capacity and Net Worth Evaluation criteria & Average Annual Turnover Requirement

5. Financial Criteria	5.1	Financial position of the bidder/JV shall be assessed during Technical Evaluation of bids. **1. Financial Statements** The Bidder, or each partner in the case of a Joint Venture, shall demonstrate sound financial standing by submitting, as part of the Technical Bid, audited financial statements for the last three (03) fiscal years, including the balance sheet, income statement, and cash flow statement, all duly certified by a registered external auditor. The Auditor's Reports shall be in line with the Sales Tax Returns filed with the Federal Board of Revenue (FBR). The Bidder, or each JV partner, shall also provide Income Tax Returns of FBR for the same period. The net worth of the Bidder, or of each partner in the JV, calculated as total assets minus total liabilities, must be positive for each of the last three (3) years. All required financial documents must be submitted in the prescribed forms provided in the Tender Document, duly signed and stamped; failure to comply with these requirements shall render the bid non-responsive**.** Reports on Financial Standing of the Bidder(or of each party to a Joint Venture) such as balance sheet inter-alia, Assets and Liabilities certified by an Auditor's Report for the last three years should be submitted with the Technical Bid. The Auditors' Report must be in line with FBR Sales Tax Return. The bidder should have sufficient financial resources to meet the total cash flow demand of Purchase Order/Contract and verifiable data/documents must be provided along with Technical bid. In this regard, bidder is required to provide information on their manufacturing capacity and details (name of Procuring Agency, description of material, amount of contract(s), expected date of delivery/completion etc.,) of in-hand/on-going/pipeline tenders and expected tenders. However, if bidder conceals any information/facts and fail to provide any related information/facts, then the bid is liable to be rejected. All financial documents/statements must be duly signed & stamped by bidder and Charted Accountant. **Average Annual Turnover (AATO)** To be awarded a Purchase Order/Contract for this tender, the bidder/manufacturer must have an Average Annual

		Turnover (AATO) during the last three (03) years equal to or more than the amount specified in the Eligibility Criteria. In the case of a Joint Venture (JV), the lead partner shall possess not less than fifty percent (50%) of the required AATO, while the remaining percentage shall be met by the second JV partner, such that the aggregate AATO of the JV meets or exceeds the specified amount. Non-submission of said documents shall render the bid non-responsive. In this context, the bidder(s) is required to fill in the relevant forms given in this tender document and submit the same with the bid.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Additional Conditions of the Contract

A-Documents constituting the Bid and Bid Liable to rejection

1. Documents and Constituting the Bid	1.1	The Bid prepared by the Bidder shall constitute the following components: - a) Duly signed and Stamped Letter of Offer. b) Form of Bid and Bid Prices completed in accordance with as per Annexure-A to this bidding document. c) Details of the Sample(s) where applicable and requested in the **BDS.** d) Documentary evidence establishing in accordance with **ITB 13** that the Bidder is eligible and/or qualified for the subject bidding process. e) In case the bidder is not the manufacturer and the material is supplied from outside Pakistan (from Eligible Countries only), the bidder shall be required to provide a **verifiable and valid manufacturer's authorization** from the **original manufacturer**. f) Documentary evidence establishing in accordance with **ITB 12** that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents and as per WAPDA/NTDC Specifications. g) Bid Security furnished in accordance with **ITB 18.** h) Schedule of delivery as per annexure-A to bidding document. i) Schedule of prices in respect of equipment as per annexure-A to bidding document. j) Schedule of Technical data, drawings, complete literature catalogues and brochures in respect of the equipment to be supplied. k) Valid and complete Type Test Reports issued by designated lab(s) mentioned in clause 5 under Annexure-B of this bidding document. l) Clause by Clause commentary on Purchaser's specification or Schedule of Deviations from specification. m) Satisfactory Operational/Performance Certificates as per bidding document. n) Supply record as defined in Qualification Criteria. o) Bidder/JV has to attach "Certificate of Quality and Standards" on its letter head that offered material shall be strictly as per WAPDA/NTDC relevant specifications/standards (amended to date). p) An undertaking that the bidder has read and accepted all provisions of the GEPCO Blacklisting Policy/Mechanism, and will provide a Non-Blacklisting Certificate affirming that, as of the tender opening date, the bidder's name is not included in the list of blacklisted firms available on the PPRA website. q) Integrity Pact. r) Last Three (03) year Audited Financial Statements and documents to ascertain the financial health of bidder. Average Annual Turnover for the last 03 years is required as mentioned in Tender Notice. s) Original Bid Security/Bank Security as per bidding document requirement.

		t) Any other document required in the **BDS**. u) Information regarding beneficial owner(s) on Annex-I as per PPRA SRO 592. The aim is to identify the case(s) where such owner(s) / Beneficiary (s) have other firms with different names registered as General Order Suppliers with DISCOs/ NTDC/ WAPDA or any procuring agency, who are **consistently** non-performing (Non-delivery of material, non-submission of Performance Guarantees, Bid Guarantees, non-execution of contract agreements etc.)
1 (a). Bids liable to rejection	1 (a).1	Bids are liable to be rejected and declared as rejected/non-responsive forthwith if: 1. The bidder does not electronically submit the required documents. 2. Document(s) of Bid Security in Original must be furnished to the office of the Procuring Agency before the Bid-Opening Deadline as mentioned in the Tender Notice. 3. Alternate proposal is submitted with the bid. 4. The bid is submitted on other than the prescribed form or is incomplete. 5. The bid is illegible in any material, part or contains alteration, additions, deletions, erasers or other irregularities. 6. Not accompanied with a Bid Guarantee or with insufficient/less/short validity or un-acceptable Tender/Bid Guarantee or on format other than provided in the bidding document or not comply with *ITB 18* or amendment in Bid Guarantee or submitted Bid Guarantee is from Bank instruments other than mentioned in bidding document. 7. Supply record (copies of contract) is not provided with the bid to ascertain the qualification criteria as mentioned in Annexure-C to the bidding document. 8. The offer is not accompanied with schedule of Technical Data & drawings of offered equipment and not accompanied with signed schedule of deviation (if any) duly filled in. 9. Offer letter/Form of Bid as provided in the bidding document is not attached with the bid or the same is not duly signed and stamped or filled by the bidder. 10. Last Three (03) year Audited Financial statements and documents are not attached with the bid as required in bidding document and firm does not meet the Average Annual Turnover requirement of tender.

		11. Bid not accompanying with an Undertaking stating that the Bidder is not black listed/debarred by NTDC/WAPDA/DISCOs/PPMC/any Government/ Public department/Donor Agencies at the time of submission of bids. The Undertaking must certify that, as on tender opening date, the bidder's name is not included in the list of Blacklisted firms available on PPRA Website. 12. Joint Venture (JV) Agreement is not attached with the bid, if firm have participated in JV. 13. If the bidder participates during bid opening as a sole entity/organization but submits the bid as part of a Joint Venture (JV). 14. Integrity Pact is not attached with the bid. 15. Valid and fresh manufacturer's authorization is not attached with the bid. 16. Fake manufacturer authorization is attached with the bid. 17. Valid and Complete Type Test Reports are not attached with the Bid. 18. Undertaking for Quality and Standards on the bidders/JV letter head, stating that material being offered by the bidder/JV shall comply to the WAPDA/NTDC relevant Specification(s) amended to date mentioned in section V and [that] there will be no compromise on the quality of the product for whatsoever reason, is not attached with the bid. 19. Bidder/manufacturer/JV do[es] not attach its registrations including FBR, pre-qualification/General Order Supplier etc. 20. The bid covers only a part /portion of the required equipment instead of complete quantity mentioned in lot. 21. Any false statement [is] made in the bid or conditional bid is submitted. 22. Any practice/act to influence the evaluation till award of the contract. 23. All the Forms which are mentioned in this bidding document are not filled and duly signed & stamped by the bidder. 24. The bidder fails to respond to the post-bid clarification within ten (10) days from the issuance of clarification requisition letter, the bid shall be considered non-responsive. 25. Undertaking is not attached on letter head of the bidder that bidder/JV complies with all the clauses, terms & conditions & literature of the entire bidding document and all attached requisite & supporting documents with the bid are genuine & authentic. GEPCO has full leverage to determine the trueness of attached documents with the bid and if any document is found false/fake, then GEPCO may initiate action against the bidder/JV as per provisions available in bidding document, GEPCO blacklisting Policy and PPRA Rules. 26. The offered delivery period exceeds the specified delivery period by more than 60 days.

B- Bid Security and Performance Security/Guarantee Requirements

1-Validity of Bid and Bid Security:

Bids shall remain valid for **60 days** from the date of opening of Technical Bids. A bid valid for a shorter period will be rejected as non-responsive. The bidder must mention in the covering letter of its bid that the offer is valid for **60 days** and that the Bid Security remains valid for **28 days** beyond the validity of bid i.e., (88) days from the bid opening date); otherwise, it will be considered that offer is not valid as required

2- Bid Security:

- In order to be considered, the tender must be accompanied by a tender/bid bond or Bid Security of the amount mentioned in the bidding document. Bid Security shall be in the form of a certified cheque, cashier's cheque, bank draft, pay order, or a bank guarantee issued by a scheduled bank of Pakistan. In case of a foreign bank, it must be counter-guaranteed by any scheduled bank of Pakistan or issued by a foreign bank operating in Pakistan and registered with the State Bank of Pakistan. The Bid Security shall be enclosed in the Technical Bid/Proposal and prepared as per the attached Proforma.
- The Bid Security shall be furnished on a non-judicial stamp paper of value Rs. 1200/- if to be submitted as Bank Guarantee. In case of any amendment, the revised security must also be submitted on stamp paper of the same value.
- The Bid Security is required against risk of bidder's conduct that would warrant the security's forfeiture, pursuant to:
  a) Withdrawal of the bid during the bid validity period.
  b) In case of a successful bidder's failure to:
    i. Sign the Contract as per Clause **ITB 38**.
    ii. Furnish the Performance Security in accordance with Clause **GCC 23 & ACC 3.**
- The Bid Security, in any acceptable form, shall be issued in favor of Chief Executive Officer GEPCO or Chief Engineer (Dev.), PMU GEPCO, and must be valid for **28 days** beyond the bid validity period (i.e., **88 days** from the date of bid opening).

3-Performance Security

- The Performance Security, equal to 10% of the contract value excluding GST, shall be furnished by the successful bidder upon acceptance of the Notification of Award/Letter of Acceptance, and must be submitted within Seven (07) days from the issuance of Letter of Acceptance.
- The Performance Guarantee shall be submitted in the form of Bank Guarantee from any Scheduled Bank of Pakistan or Foreign Banks operating in Pakistan duly registered with SBP and must be furnished on non-judicial stamp paper having minimum value Rs. 1200/-.
  In case of non-submission of Performance Security within seven (07) days from the issuance of Letter of Award/Notification of Award, the Bid Security submitted by the bidder shall be forfeited.

The Performance security shall be valid for **24 months** after completion of FCS Delivery to GEPCO Warehouse Wazirabad and shall be prepared on Proforma appended in this bidding document in favor of the Chief Executive Officer GEPCO. After delivery and acceptance of the Goods, 10% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations.

4- Forfeiture of Security Bond/Performance Guarantee

The contracting officer of Procuring Agency will have the right to forfeit the Security bond/Performance Guarantee.

(A) If the Contractor:-

i. Fails to supply the goods within the time specified.
ii. Commits any breach of contract.
iii. Fails to account for the import license issued on account of the purchaser.
iv. Fails to account for the raw material secured by the contractor against any License or permit issued on account of the contracting officer.
v. Fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of the contract.

(B) For other reasons specified in the Purchase Order by the contracting officer of Procuring Agency for forfeiting the security deposit.

If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reasons, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any other unit of WAPDA/PPMC/DISCOs/GENCOs/NTDC, or from any money due to the contractor from any unit of WAPDA/PPMC/DISCOs/GENCOs/NTDC.

C-Purchaser's Rights, Order of Precedence and Contractual Responsibility

1. Purchaser Right to change/ cancel the tender	1.1	a) The invitation to tender is without engagement and the Purchaser/Procuring Agency before placing the order reserves the rights: i. To scrap the tender. ii. To increase or decrease the quantity upto 15% of the total value of original contract/Purchase Order. iii. To delete any item. iv. To place order on more than one supplier. v. To vary the quantities of spares to be ordered in view of existing stocks of the spares of the same make and type. b) The Purchaser/Procuring Agency shall have the right to increase/decrease the quantity of material/equipment indicated in the contract/ Purchase Order during the Currency of the contract (till the validity of the Performance Guarantee accepted by the Procuring Agency) provided that the cost of additional material/equipment does not exceed by an amount of 15% of the total value of original contract/Purchase Order as per PPRA Rule.
2. Order of Preference	2.1	In case of any discrepancy, applicable preferences of clauses are as under: 1. Clauses of Contract/Purchase Order. 2. Clause of Letter of Acceptance/Notification of Award. 3. Clauses of Special Conditions & Additional Conditions of the bidding document 4. Clauses of Bidding Data Sheet mentioned in bidding document. 5. Clauses of Instructions to Bidders (ITBs). 6. Clauses of General Conditions of the bidding document. **Note:** This preference order clause supersedes any other clause(s) whatsoever mentioned in this tender document.
3. Responsibility for Executing the Contract	3.1	Bidder is entirely responsible for the successful execution of the Contract in all respects and in accordance with the terms and conditions as specified in the Contract/Purchase Order including the price and delivery Schedules.

D-Bidding & Evaluation Stage		
1- Post Bid Clarification	1.1	The Procuring Agency will confirm that the documents specified in this bidding document have been provided in the Bid. If any of the information related to these documents is missing, then during evaluation, the Evaluation Committee/Purchaser, at its discretion may inquire bidder(s) to provide the missing information or clarity regarding the submitted document (if required) in writing through post bid clarification, and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. However, if the bidder(s) fail to provide the required information or clarification, or if the response is not in accordance with the Instructions to Bidders, the bid shall be considered as non-responsive. ***Note: if the response of Post bid clarification does not receive from the bidder within 10 days then, the Bid shall be considered as non-responsive.***
	1.2	The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. ***Explanation:*** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –* (a) *Submit the number of copies of signed bids required by the invitation;* (b) *Furnish required information concerning the number of its employees;* *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
	1.3	Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical

		Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	1.4	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	1.5	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
2. *Evaluation and Comparison of Bids*	2.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to **ITB 25** herein.
	2.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	2.3	a) The Purchaser will evaluate and compare only the Bids, previously determined to be substantially responsive pursuant to **ITB 25** herein. Evaluation and comparison of bids will be lot-wise (if material is offered in Lots). Bids not covering the entire equipment included in the item shall be considered non-responsive and not considered for further comparison. b) Bids that do not fulfill the technical specifications laid down therein shall be considered as Non-responsive. c) The Purchaser's evaluation of a bid will exclude and not take into account, the sales and other Similar taxes which will be payable on the Goods if a Contract is awarded to the bidder. d) The comparison of bids shall be made with respect to prices quoted on **FCS** basis in Pakistan including all duties and taxes levied on the components and raw materials used in the manufacturing of the offered goods offered on **FCS** (except the sales tax). Further, price preference to goods offered on **FCS** basis in Pakistan may be considered as and if applicable/allowed in accordance with the prevailing directives of the Govt. of Pakistan. **FCS Price** will be considered as landed cost. In order to claim price preference as per SRO-827(1)/2001 issued by Govt. of Pakistan, Ministry of Commerce, Islamabad dated: 3rd December, 2001, the following documents are required while submitting the Bid. i. Detail of percentage value addition through indigenous manufacturing along with list of foreign and local components for manufacturing with complete back price

		for each component etc. ii. Verifiable import documents (with documentary proof) iii. Proof of price preference already given by any DISCO/NTDC. Note: GEPCO reserves the right to physically verify the value addition, if required. e) Comparison of bids will be between main bids only. Where alternative bids are submitted, the alternative will be considered only in that instance where the alternative bid is submitted by the lowest evaluated responsive bidder. f) The Purchaser's evaluation of a bid will take into account in addition to the bid, the following factors, in the manner and to the extent indicated herein and in the Technical Specifications: i. Deviations in payment schedule from that specified in this document. For bids offering alternate payment schedule, the interest calculate @ 14% per annum will be added to the bid price. ii. Delivery schedule offered in the bid. Bids, offering delivery later than the schedule given by the Purchaser, shall be adjusted in evaluation by adding to the bid price an amount of 0.05% of the **FCS** prices of the goods per day of late delivery for a maximum period of **60 days.** iii. Any loading required as per provisions of the relevant technical specification of the equipment/material.
	2.4	In comparison of evaluated bids, Purchaser will grant a margin of preference to goods manufactured in Pakistan as per SRO 827 (amended to date)
E-Post Award, Pre-execution stage		
1- Letter of Credit between Bidder and its Manufacturer	1.1	Procuring Agency reserves the right to ask following information from the bidder: Detail of import items, amount of transaction of LC, name and date of application to concerned bank for LC opening, date of case submission to SBP by concerned bank or any other information/document deemed necessary. Bidder is responsible to provide this information as & when required by the Procuring Agency.
F-Contract Execution and Performance stage		
1. Delivery Period	1.1	The delivery of material offered on **FCS** basis shall be completed within the days stipulated in this bidding document**,** counted from date of issuance of Purchase Order. Delivery period of stores is essence of the contract and delivery must be completed not later than the date(s) specified subject to the following conditions:

		(a) <u>For Local Manufactured Material</u> Delivery date shall mean 1st days of inspection or 15th day of inspection call shall be reckoned as date of delivery of stores at GEPCO Ware House Wazirabad, provided the goods accepted for supply have been delivered within 20 days of issuance of Inspection Certificate subject to the condition that supplier/manufacturer offers the material for inspection at least I 5th days prior to the due date and offer has not been rejected due to fake or material not conforming to the specification(s). **(b) <u>For Foreign Manufactured Material</u>** Delivery date shall mean 1st days of inspection or 30th day of inspection call shall be reckoned as date of delivery of stores at Ware House GEPCO Wazirabad, provided the goods accepted for supply have been delivered within 60 days of issuance of Inspection Certificate subject to the condition that supplier/manufacturer offers the material for inspection at least 30th days prior to the due date and offer has not been rejected due to fake call or material not conforming to the specification(s).
2. Quality Control, Inspection & Tests	2.1	To ensure the manufacture of Goods to be in conformity with Contract requirements, the Supplier shall institute and follow regular procedures for quality assurance during manufacture. The Supplier shall maintain an independent quality control department which shall be responsible for enforcing the quality assurance program. Upon Award of the Contract, the Supplier and the GEPCO Engineer(s) shall establish mutually acceptable quality control and inspection procedure.
	2.2	The Engineer(s) may require to witness any or all the tests during manufacturing. For such purpose, the Supplier shall provide free access at all times during manufacture, assembly and testing to the premises in which the work is being carried out.
	2.3	The finished goods shall be subjected to the sample and Type Tests/ Routine Tests as described in the Specifications.
	2.4	Inspection of material will be carried out at manufacturer works by the authorized representatives of the Procuring Agency. A notice of at least 15 days (for Local) and 30 days (for Foreign) in writing shall have to be given to the Procuring Agency by the bidder when the goods against the order are ready for inspection for witnessing such tests with date, time & place at the following address: Chief Engineer (Development) GEPCO Gujranwala. Telephone: 92-55-9200598, 9200593, 92-55-9 20051 9-26 Official No. 0559200528 Fax No. 0559200594 All reasonable facilities as provided in the Specifications or followed by the Industry or Trade in general shall have to be afforded to the inspecting officer(s), by bidder at the bidder's expense for carrying out inspection.
	2.5	The cost of performing as well as witnessing any tests by the inspector during pre-shipment foreign inspection shall be borne by the supplier if such tests are clearly intended by or provided for in the specifications, schedule of prices or as agreed between Purchaser and the supplier. Witnessing of the tests will cover the expenses of Two inspectors from GEPCO_ including return air ticket from Lahore, Pakistan to the place or places of inspections, boarding & lodging in any A class accommodation, local transportation and daily allowance of 200 US$ to meet other expenses. In addition, all expenses regarding visa, stamping (visa fee, first class traveling, A class accommodation etc.) of the nominated inspector(s) shall be borne by the bidder. For local inspection, the bidder will provide all reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to Two Inspecting Officers from GEPCO by bidder at bidder's expense for carrying out inspection including travel expenses (return air tickets

		for places of inspection located out of Lahore), local transportation, boarding/lodging in any A class accommodation, daily allowance of Rs.25,000/- to meet other expenses and 0.5% inspection Fee will be deposited in name of Chief Executive Officer GEPCO. (order of authority)
	2.6	In case the goods fail to withstand any test, the cost of repeating such test and the cost of witnessing such test by the inspector shall be borne by the Supplier and the equipment released or modified to the satisfaction of the Purchaser without any additional cost to the Purchaser.
	2.7	Any inspection and/or witnessing of Tests or the waiving of such tests and/or surveillance by the Engineers/Inspectors shall not relieve the Supplier of its obligations and responsibilities under the Contract/Purchase Order regardless of any approval or consent given by the Engineers and / or Inspectors.
	2.8	Two copies of all the inspection and Tests Reports and certificates including those for quality control shall be supplied to the Procuring Agency. The reports and certificates of such tests as have been witnessed shall be countersigned by the Engineer(s) and/or inspector(s).
3. Test Certificate	3.1	Manufacturer's test certificate in triplicate, confirming that the goods offered conform to specification laid down in the Contract, will be enclosed in each consignment.
4. Fake or Fraudulent Inspection Call	4.1	In the event that a bidder is found to have initiated a fake or fraudulent inspection call, as confirmed by the GEPCO nominated inspectors/Engineers, with the intent to misrepresent the readiness of goods and thereby evade the imposition of Liquidated Damages (LD), such act shall constitute a material breach of contract. Upon such confirmation, the supplier shall be afforded a one-time opportunity to submit a valid inspection call, provided it shall be submitted at least fifteen (15) days prior to the expiry of the delivery period for local material, and thirty (30) days prior to the expiry of the delivery period for foreign material. No second opportunity shall be granted under any circumstances whatsoever. In case the valid inspection call is submitted after the last permissible day (i.e., 15 days prior to expiry of delivery period for local material or 30 days prior to expiry of delivery period for foreign material) pursuant to the one-time opportunity, the bidder shall be deemed to have failed to meet the contractual delivery timeline. Accordingly, LD shall be imposed from the original due date. In the event that, under the one-time opportunity, the bidder is again found to have submitted a fake or fraudulent inspection call instead of valid inspection call, as confirmed by the GEPCO-nominated Inspectors/Engineers, such repeated misconduct shall constitute a willful and deliberate breach of contract. Accordingly, the Procuring Agency shall reserve the right to initiate strict punitive actions, including but not limited to forfeiture of Performance Security along with Cancellation of the Purchase Order, termination of the contract for default, and blacklisting of the firm in accordance with the GEPCO Blacklisting Policy, without any further notice or opportunity.

G- Logistics, Delivery and Documentation Stage		
1- **Packing**	1.1	The Goods shall be packed properly in accordance with the Technical Specification as per international standard export packing practices or as specified by the Procuring Agency. a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods· final destination and the absence of heavy handling facilities at all points in transit. b) In case the equipment is shipped in container(s), each unit of material shall be so packed that it can be safely transported by road/rail to ultimate destination in the country without disturbing the packing of other items. c) A copy of the invoice and packing list shall be placed in each package shipped or in air carriers in case of loose cargo. In case of shipment through a container, the invoice and packing list for the entire goods in the container shall be placed therein. d) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirement, if any, and in any subsequent instructions ordered by the Purchaser.
2. **Delivery and Documents**	2.1 (a)	**For Goods supplied from abroad:** Upon shipment the foreign supplier shall notify the Purchaser, Chief Resident Representative (WAPDA) 39-C, Block-6, P.E.C.H.S. Karachi, Pakistan and the Insurance Company by fax/cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of landing number and date, port of loading, date shipment, port of discharge, etc. For this purpose, the Supplier shall mail the following documents to the Purchaser and Chief Resident Representative (WAPDA) 39-C, Block-6, P.E.C.H.S. Karachi, Pakistan with a to the Insurance Company, in such a manner that the same are received by all concerned at least 10 days before arrival of the Goods at the port or place of arrival. The Supplier will be responsible for any consequent expenses due to late receipt of the said documents. i. Copies of the Supplier's commercial invoice showing Goods description, quantity, unit price and total price. ii. Original and four copies of negotiable clean, on board bill of landing marked "freight prepaid" and Four copies of non-negotiable bill of landing. iii. Packing list identifying contents of each package. iv. Insurance certificate. v. Manufacturer's or supplier's warranty certificate. vi. Inspection certificate, issued by the nominated inspection agency, or the manufacturer's factory inspection report, and Manufacturer's warranty certificate. vii. Certificate of origin.

		Timely submission of correct and complete set of negotiable documents in the Bank is necessary. Any delay, ambiguity and incomplete documents on the part of supplier can cause demurrage, which are to be recovered from the supplier. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	2.1 (b)	**For Goods from within Pakistan:** For local supplier, upon submission of delivery challan duly stamped and signed by ultimate consignee, Inspection Certificate, Warranty Certificate and confirmation of receipt of Performance Security by the Purchaser. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
3. **Insurance**	3.1	a) The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. b) Insurance is the responsibility of the supplier/Manufacturer for the delivery of the material in good condition to the Consignee's Store. c) Where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.
H-Operational and Ancillary Services stage		
1. **Related Services**	1.1	Related services to be provided are: Free training to GEPCO employees shall be provided by the bidder as & where mentioned in the bidding document.
2. **Spare Parts**	2.1	Additional spare parts requirements are: As per specifications or otherwise as per tender document. Note: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.
I- Payment Provisions		
1. Payment	1.1	a. The payments due under the Purchase Order/Contract shall be made through irrevocable confirmed sight Letter of Credit OR Direct payment to be established by the Manager (CA) GEPCO Gujranwala through any Commercial Bank of Pakistan in bidder favor by providing the Bank Particulars and in case of JV, the details of the leading partner's bank account / of Joint Venture Bank Account after issuance of Purchase Order. Manager (CA) will facilitate to arrange the LC, however, the bidder(s) shall be responsible for arrangement of the LC. The amount of material

		excluding sale tax shall be available for negotiation and encashment on the production of the following documents mentioned below. The charges of opening of L.C or any subsequent amendment thereon will be borne by bidder. The delay will be on the part of the supplier. i) Bill in triplicate for 100% claim of material supplied. ii) Delivery challan and Goods Receipt Note (GRN) duly stamped and signed by the Dy: Manager Ware House GEPCO Wazirabad. iii) Warranty Certificate. iv) Confirmation from the Deputy Manager/Manager (Procurement), PMU GEPCO Gujranwala regarding acceptance of the Performance Guarantee valid for 24 months from the date of GRN. v) Inspection Certificate issued by Inspection Committee. In case any bill submitted by the supplier is found to be forged /doubly submitted with the aim of extracting double payment or overpayment, action will be initiated against the bidder, which may lead to debarment/blacklisting of firm as per Blacklisting policy of GEPCO. Sales Tax invoice inscribing GEPCO's registration No.25-00-2716-002-82 shall be provided at the time of delivery of equipment/material, even if zero-rated supply, as per section 23 of the Act. The payment of sales tax shall be made as per prevailing sales tax rate at the time of supply on production of affidavit stating that sales tax has been paid through monthly sales tax return to the respective Collectorate of Sales Tax.
J-Warranty and Defect Liability Provisions		
1. Warranty	1.1	a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the approved Technical Data/ Design. b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. c) A warranty to the effect that the goods offered conform exactly to the specifications laid down in this tender document and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications or not in conformity with the test certificate(s), Supplier will be held responsible for all losses and that Supplier agrees to substitute the unacceptable goods with the acceptable goods at his risk and cost provided the above mentioned defects/deficiencies are noticed within 18 months from the date of installation/ commissioning or 24 months from the date of delivery of last consignment whichever is earlier. d) The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. e) Upon receipt of such Notice, the Supplier shall, within the warranty period, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. f) If having been notified, the Supplier fails to remedy the defect within the

		warranty period, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
2 Defect Liability Provisions	2.1	The period for correction of defects in the warranty period is: To be decided by the Purchasers at the time of such happening.
K-Delay, Extension and Damages Provisions		
1.Extension of Time due to Delay in Performance	1.1	In the event of delay in execution of the Contract by the manufacturer/supplier, caused by circumstances beyond their control, the Procuring Agency may, upon due consideration of the reasons submitted, grant an extension of time for performance of the contractual obligations. Such delay must arise due to a Force Majeure event, which may include but is not limited to: i) Act of God; ii) Act of State, War, or any act of enemy; iii) Strikes, lockouts, riots, or civil commotion; iv) Epidemics and pandemics v) Injunction granted by a lawful court restraining the Supplier from executing the Contract, unless such injunction was due to any alleged irregularity committed by the Supplier; vi) Non-receipt of raw material abroad for reasons beyond the control of the manufacturer; vii) Port delays due to bunkerage or lighterage; viii) Diversions of supplies by the carrier without any fault or knowledge of the manufacturer or supplier. The Supplier shall notify the Procuring Agency in writing, or in electronic form that provides a record of the content of communication, within fifteen (15) days of the occurrence of any such event, providing full particulars and supporting evidence of the Force Majeure condition and its likely impact on the performance timeline. Upon receipt of such notice, the Procuring Agency shall evaluate the legitimacy of the claim and, if satisfied, may at its discretion grant an extension of time corresponding to the verified duration of the Force Majeure event. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall make all reasonable efforts to find alternative means of performance not prevented by the Force Majeure event.
2. Liquidated Damages	2.1	If the bidder fail to deliver the stores or any consignment thereof within the specified delivery period, the Purchaser shall be entitled, at his option, either:- i. to recover from you Liquidated Damages levied at the rate of **0.05% of the total contract price per day** or a part thereof subject to a maximum of ten percent (10%) of the contract price; the Liquidated Damages shall be recovered only for the stores supplied late except where undelivered stores hold up the use of other stores, when it shall be levied for the total value of Contract. The recovery of liquidated damages mentioned above

		can be affected from any payment due to you from any DISCOs/PPMC/GENCOs/NTDC and any unit of WAPDA. OR ii. To purchase from elsewhere without notice to bidder at his risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery. OR iii. To cancel the contract at his risk and cost. In the event of action being taken under (i) or (ii) above, bidder shall be liable for any loss which the purchaser may suffer on that account; but bidder shall not be entitled to any gain on repurchase made against the supply order. If during the course of execution of the Purchase Order, bidder is blacklisted by any unit of DISCO(s)/WAPDA/NTDC/PPMC, the Purchaser may proceed with all or any of the actions detailed below: i. To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract. ii. To stop further supplies with or without financial repercussions. To cancel the contract with or without reservations of rights.
L- Termination and Contract Closure Provisions		
1. Termination under Force Majeure	1.1	The purchaser will have the right to terminate the contract without any penalty or to claim penalty or liquidated damages from the manufacturer/supplier if there is delay in performance of the contract by the manufacturer/supplier or the contract has become incapable of being performed. The possible causative factor for this 'Force Majeure' situation could be as under:- i) Act of God; ii) Act of State, War or any act of enemy. iii) Strikes, lockout, Riots or Civil Commotion. iv) Injunction granted by a lawful court restraining bidder from executing the Contract unless such injunction was due to any alleged irregularity committed by the bidder. v) Non-receipt of raw material abroad for reasons beyond the control of manufacturer of goods. vi) Port delays due to bunkerage or lighterage. vii) Diversions of supplies by the carrier without any fault or knowledge of the manufacturer or supplier. The right of the purchaser to impose penalty, claim liquidated damages or to terminate the contract without any claim/liability on part of either party shall be subject to judicious consideration of the causative factors indicated above herein provided further that the manufacturer/ supplier shall notify to the purchaser in writing within 15 days of the happening of any such event. Unless otherwise directed by the purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2. Termination for Default	2.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	2.2	Fundamental breaches of Contract shall include, but shall not be limited to the following: a. the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to **ACC-K-1**; or b. the Supplier fails to perform any other obligation(s) under the Contract; c. Supplier's failure to submit performance security (or guarantee) within the time stipulated in this bidding document**;** d. the supplier has abandoned or repudiated the contract. e. the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f. a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment; g. the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and h. if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. For the purpose of this clause:
	2.3	**"Corrupt and Fraudulent Practice"** means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
	2.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to **ACC Clause K-2,** the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
3. Termination for Insolvency	3.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
4. Termination for Convenience	4.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

	4.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect: a) To have any portion completed and delivered at the Contract terms and prices; and / or b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

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GEPCO
BLACKLISTING POLICY AS TO ENTITIES SUPPLYING GOODS AND SERVICES

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

GUJRANWALA ELECTRIC POWER COMPANY (GEPCO)

DECEMBER, 2023

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PREAMBLE

In the light of Rule-19 "Blacklisting of Suppliers & Contractors" of the Public ProcurementRules, 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, orany 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, unlessotherwise 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.

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 & CoercivePractices.

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 withinthe 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

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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:

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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 withoutlawful 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 originalregistration of the firm

e. Registration of a firm with a new name by the Proprietor or familyor 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 anyfirm/Supplier/Contractor/Supplier/ individual.

i. General Manager Technical	Convener
ii. Chief Law Officer GEPCO	Member
iii. Representative of Finance Director (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

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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 forsuspension 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 signel 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

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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.

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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 ofthe 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.

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

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 appearin person or defend in writing with evidence on_____at GEPCO Head Office. In case of your failure to attend or pay heed, the Committee shallproceed ex-parte.

3. [To be added in the Final Notice]. As of final notice you are directed tofurnish 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

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Past Experience / Contracts

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

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

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

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

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

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

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

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

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

Current Contract Commitments / Works in Progress

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

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

Financial Situation and Performance

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

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

1. Financial data

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

* Refer ITA 14 for the exchange rate

3. Financial documents

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

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

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

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

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

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

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

Average Annual Turnover (Annual Sales Value)

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

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

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

* Refer ITA for date and source of exchange rate.

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