

NATIONAL STANDARD BIDDING DOCUMENTS

Procurement of Goods (Single Stage Two Envelope E-Bidding Procedure) (National Competitive Bidding)

Tender No.

IESCO/PMU/GOODS/ NCB-217-R & NCB-218-R



**Chief Engineer (Development)
Islamabad Electric Supply Company
IESCO Head Quarter, Sector G-7/4, Street # 40,
Islamabad**

July, 2025



BIDDING DOCUMENT FOR PROCUREMENT OF

Tender No.

IESCO/PMU/GOODS/ NCB-217-R & NCB-218-R

Under Cost Deposit basis

Single Stage-Two Envelope
(SSTE) E-Bidding Procedure

Chief Engineer (Development) IESCO
Project Management Unit
Islamabad Electric Supply Company
Street No. 40 Sector G-7/4 IESCO H/Q
ISLAMABAD

July, 2025

Issue No. _____ Date _____ NCB- _____ /2024-25

Name of Firm: _____

Chief Engineer (Development)
Project Management Unit
IESCO Islamabad

PREFACE

Public Procurement is carried out in Pakistan in accordance with the provisions laid down in Public Procurement Regulatory Framework consisted of Public Procurement Ordinance- 2002; Public Procurement Rules-2004 and allied Regulations, Regulatory Guides and Guidelines.

National Standard Bidding/Procurement Documents are developed by PPRA for standardizing the procurement procedures and practices in the procuring agencies of the Federation of Pakistan and has the status of the Regulations in terms of section 27 of the PPRA Ordinance read with Rule-23(4) of Public Procurement Rules.

IESCO being a public organization under federation is bound to adhere to PPRA rules as well as following PPRA's standardized bidding documents, accordingly procuring agency has adopted this bidding document for procurement of goods.

Bidding Documents for Procurement of Goods

PART-A - BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *This Section contains provisions that are to be used without modifications.*

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Appendix-A Qualification and Evaluation Criteria.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the goods to be procured and schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions that are to be used without modifications.*

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.

Additional - IESCO's Mechanism for Blacklisting of Contractors / Consultants / Manufacturers

PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION-I
INVITATION TO BIDS



Invitation for Bids (IFB)

IESCO invites e-Bids from the firms / manufacturers who are registered with PPRA EPADS, under National Competitive Bidding (NCB) using Single Stage Two Envelope E-Bidding Method in accordance with the provision of PPRA Rules.

Tender Identification	Item Description	Unit	Qty	Amount of Bid Security in Rs.
PMU/Goods/ NCB -217-R	11KV Incoming Panel 25KA for 40 MVA	No.	10	2,080,265
	AC/DC Station Aux Panel 220 V	No.	2	
	11KV Bus Coupler	No.	2	
	11 KV Capacitor Control Panel	No.	2	
PMU/Goods/ NCB -218-R	11KV Incoming Panel 25KA for 26 MVA	No.	13	1,930,500

Eligibility

The invitation for Bids is open to all bidders meeting the following requirements:

- Registration with PPRA, including the use of EPADS.
- The manufacturer shall demonstrate designing and manufacturing experience of similar or higher rated equipment /material for at least five year and Three-year satisfactory operation performance of offered equipment.
- Bidder or its manufacturer or JV (any partner) shall have successfully completed at least two (02) number of contracts of same nature/type. "Same nature/type" means material/equipment having comparable characteristics/ features.
- Submission of audited financial statements for the last three years to demonstrate the current soundness of the Bidder's financial position. As an average, the Bidder's Net Worth is as under for the last three years calculated as the difference between total assets and total liabilities should be positive.

Terms & Conditions

National Competitive Bidding (NCB) will be conducted in accordance with **Single Stage Two Envelope E-bidding method**

- A complete set of Bidding Document contain detailed instructions/terms & conditions and specifications, are available for registered bidders on EPADS at (<http://www.eprocure.gov.pk>).
- The prospective bidder shall submit Bid security in an acceptable form mentioned in ITB in the amount fixed in **PKR valid for 28 days** beyond bid validity period in favor of **Chief Engineer (Development), Islamabad**. This must be before the bid closing time, failing which the e-bid shall be considered non-responsive liable to rejection.
- The e-bids have partial and incomplete documents shall be rejected.
- The bid shall be valid for a period of **90** days.
- All the interested Bidders are directed to apply through **E-Pak Acquisition & Disposal System (E-PADS)** portal online (www.eprocure.gov.pk) as per procedures laid down in the regulations of PPRA.
- The bids will be received till **31.07.2025 upto 11:00 A.M** and technical bid will be opened in the presence of participants or their authorized representatives (bearing authority letters) at **11:30 A.M** on the **same date** in the office of **Chief Engineer (Development), IESCO, Islamabad**.

7. Conditional e-bids shall not be accepted.
8. In case of holiday announced by the Govt. of Pakistan, strike in IESCO or any other reasons whatsoever due to which this office remains closed on the above schedule tender opening date, the tender will be opened on next working day at the same time and place/venue.
9. IESCO reserves the rights to accept or reject all the e-bids as per **PPRA rule 33(1)**.
10. This tender notice is also available at IESCO website **www.iesco.com.pk** and PPRA website **www.ppra.org.pk**

Chief Engineer (Development),
IESCO Head Quarter, Street No. 40,
Sector G-7/4, Islamabad
Phone No. +92-51-2378045 Fax
No.+92-51-9252345
Email Address: iescopmu@iesco.com.pk

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SECTION-II
INSTRUCTION TO BIDDERS (ITBs)

PMU IESCO

A. INTRODUCTION

1. Scope of Bid	1.1	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements . The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS .
2. Source of Funds	2.1	Source of funds is referred in Clause-2 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 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 contract. <i>(The limit on the number of members of JV or Consortium or Association is prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i>
	3.2	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.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	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.
	3.5	The invitation for Bids is open to all prospective bidder, supplier and manufacturers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6 .	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder(s) may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) 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. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) 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

		<p>influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or</p> <p>f) Submit more than one Bid in this Bidding process.</p>
	3.8	<p>(a) A Bidder may be ineligible if –</p> <p>(b) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(c) 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;</p> <p>(d) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(e) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(f) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(g) The firm, supplier and contractors blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	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.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the 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 stated in the section-4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
	4.4	To establish the eligibility of the Goods and the related services, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
	4.5	If so required in the BDS , the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid.
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	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, 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 Documents	7.1	<p>The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p>Section I -Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Forms – Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms Additional: IESCO Mechanism of Blacklisting of Contractor/Supplier/Manufacturer/Consultant/Firm/JV</p>
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.3	Deleted
	7.4	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version downloaded from the website of Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.5	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 will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS .

	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification 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 23.1 . However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of Procuring Agency, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents 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 Documents.
	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 transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. 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.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid 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 Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless 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 specified in the BDS , in which case, for purposes of
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		interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) 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; e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) Any other document required in the BDS.
	11.2	<p>Where a sample(s) is required by a procuring agency, the sample shall be:</p> <ul style="list-style-type: none"> (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; (b) carriage paid; (c) received on, or before, the closing time and date for the submission of bids; and (d) evaluated to determine compliance with all

		characteristics listed in the BDS .
	11.3	<p>The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)-</p> <p>(a) do(es) not conform to all characteristics prescribed in the bidding documents; and</p> <p>(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.</p>
	11.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	11.5	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered <u>which shall be confirmed by a certificate of origin issued at the time of shipment.</u>
	12.3	<p>The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and technical data, and shall consist of:</p> <p>a) a detailed description of the essential technical specifications and performance characteristics of the</p>

		<p>Goods;</p> <p>b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</p> <p>c) any other procurement specific documentation requirement as stated in the BDS.</p>
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4

		titled as “Eligible Countries”.
	13.3	<p>The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:</p> <ul style="list-style-type: none"> a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods’ Manufacturer or producer to deliver the goods in Pakistan; b) The Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, 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

		<p>the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ul style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, <p>the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price or as specified in BDS.</p>
	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered.
	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 deliver under the contract.
	15.6	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): <ul style="list-style-type: none"> i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: <ul style="list-style-type: none"> A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. ii) all applicable taxes which will be payable on the goods if the contract is awarded. iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods

		<p>to their final destination, if specified in the BDS.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the BDS.</p> <p>b) For goods offered from abroad:</p> <p>i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.</p> <p>or</p> <p>ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or</p> <p>iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.</p> <p>iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS.</p> <p>v) the price of (incidental) services, if any, listed in the BDS.</p>
	15.7	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -</p> <p>a) For Goods: -</p> <p>i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS</p> <p>ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or</p>

		<p>assembly, if the contract is awarded to the Bidder, and</p> <p>b) For Related Services</p> <p>i) The price of the related services, and</p> <p>ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	15.8	Unless otherwise specified in BDS, the 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, pursuant to ITB 28.
	15.9	Unless otherwise specified in the BDS , If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.</p> <p>b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies, unless otherwise specified in the BDS.</p>
	16.2	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 part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
17. Bid 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 bid securing declaration as the case may be.
	17.2	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, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. 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, and in compliance with ITB 18 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction, unless

		otherwise specified in the BDS .
18. Bid Security or Bid Securing Declaration	18.1	Pursuant to ITB 11 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms) .
	18.2	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 18.9 .
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid, unless otherwise specified in the BDS . This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the BDS
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 28 .

	18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41 , or furnishing the performance security (or guarantee), pursuant to ITB 42 .
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii) does not accept the correction of errors pursuant to ITB 30.3; or b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> i) to sign the contract in accordance with ITB 41; or ii) to furnish performance security (or guarantee) in accordance with ITB 42.
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the

		requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 19.2 shall prevail.
	19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of goods.
	19.3	If so allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage one Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be

		typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
	21.4	Deleted

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	<p>In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.</p> <p><i>Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.</i></p>
	22.2	<p>The inner and outer envelopes shall:</p> <ol style="list-style-type: none"> be addressed to the Procuring Agency at the address given in the BDS; and bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS, pursuant to ITB 23.1.
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall

		<p>submit his bid as under:</p> <ul style="list-style-type: none"> a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
	22.4	<p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> a) be addressed to the Procuring Agency at the address provided in the Bidding Data; b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data pursuant to ITB 23.1. c) In addition to the identification required in Sub-Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause ITB.24
	22.5	<p>If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.</p>
23. Deadline for Submission of Bids	23.1	<p>Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS.</p>
	23.2	<p>The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.</p>
24. Late Bids	24.1	<p>The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23.</p>
	24.2	<p>Any Bid received by the Procuring Agency after the</p>

		deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22.

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS . The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single

		Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, <u>in case of Single Stage One Envelope Procedure</u> , the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, 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 Procurement Evaluation Committee.
	26.6	<u>Unless otherwise as specified in BDS</u> , in case of <u>Single Stage Two Envelope Procedure</u> , the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative

		shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24 .
	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidder's subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to

		the Bidding process, it should do so in writing that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	Unless otherwise as specified in BDS , the request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage One Envelope and Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, further in case of Single Stage One Envelope Procedure, correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	The alteration or modification in the BID which in any way affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; except document has submitted but document of qualification is not clear and not readable. b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and

		<p>contents defined by the Procuring Agency in the Bidding Documents;</p> <ul style="list-style-type: none"> c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	29.2	<p>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: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	<p>The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.</p>
	29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Explanation: <i>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</i></p>

		<p>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 –</p> <ul style="list-style-type: none"> (a) Submit the number of copies of signed bids required by the invitation; (b) Furnish required information concerning the number of its employees; (c) 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.
	29.5	<p>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.</p>
	29.6	<p>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.</p>
	29.7	<p>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.</p>
30. Examination of Terms and Conditions; Technical	30.1	<p>The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any</p>

Evaluation		material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22 , to confirm that all requirements specified in Section V - Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	30.3	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 29 , it shall reject the Bid.
31. Correction of Errors	31.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a) 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; b) 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 c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	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 Bid Securing Declaration may be executed in accordance with ITB 18.9 .
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid 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 part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 .
	33.2	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.
	33.2	The Procuring Agency's evaluation of a Bid will take into account: <ul style="list-style-type: none"> a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder; b) in the case of goods of foreign origin offered from abroad, custom duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
	33.3	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or

		payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.
	33.4	<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5:</p> <ul style="list-style-type: none"> a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; f) the projected operating and maintenance costs during the life of the equipment; g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the TBS and/or in the Technical Specifications.
	33.5	<p>For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <p><i>(a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i></p> <p>Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the BDS will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM</p>

value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.

(b) Delivery schedule.

- i) The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery

OR

- ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. **No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.** Within this acceptable range, an adjustment per week, as specified in the **BDS**, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

OR

- iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the **BDS**, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule

(c) Deviation in payment schedule.

		<p>i) Bidder shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder</p> <p style="text-align: center;">OR</p> <p>ii) The SCC stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.</p> <p><i>(d) Cost of spare parts</i></p> <p>i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.</p> <p style="text-align: center;">Or</p> <p>ii) The Procuring Agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.</p> <p style="text-align: center;">Or</p> <p>iii) The Procuring Agency will estimate the cost of</p>
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		<p>spare parts usage in the initial period of operation specified in the BDS, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other Procuring Agency's in similar situations. Such costs shall be added to the Bid price for evaluation.</p> <p>(e) Spare parts and after sales service facilities in Pakistan</p> <p>The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the BDS or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.</p> <p>(f) Operating and maintenance costs</p> <p>Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the BDS or in the Technical Specifications.</p> <p>(g) Performance and productivity of the equipment.</p> <p>i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the BDS will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the BDS or in the Technical Specifications.</p> <p style="text-align: center;">Or</p> <p>(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and</p>
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		<p>adjustment will be added to the Bid price using the methodology specified in the BDS or in the Technical Specifications.</p> <p>(h) Specific additional criteria.</p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
	33.6	<p>If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS.</p>
34. Domestic Preference	34.1	<p>If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.</p>
35. Determination of Most Advantageous Bid	35.1	<p>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 Most Advantageous Bid.</p>
	35.2	<p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <ol style="list-style-type: none"> 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 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: <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation</p>

		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 PPRA Rules - 2004.
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	<p>After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS.</p> <p>In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p>
	36.2	<p>Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ul style="list-style-type: none"> (a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; (b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low; (c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; (d) The Procuring Agency shall not incur any liability solely by rejecting abnormally low Bid; and

		<p>(e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>Guidance for Procuring Agency:</p> <p>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	36.3	<p>The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.</p>
	36.4	<p>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, pursuant to ITB 13.3, 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.</p>
	36.5	<p>Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.</p> <p>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.</p>

	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
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F. AWARD OF CONTRACT

37. Criteria of Award	37.1	<p>Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
38. Negotiations	38.1	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; (c) a minor amendment to the Special Conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.

39. Procuring Agency's Right to reject All Bids	39.1	Notwithstanding ITB 37 , the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2 .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43 , the Procuring Agency will promptly notify each

		unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 18.7 .
42. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all condition's precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	<p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> (a) certified Cheque, cashier's or manager's Cheque, or bank draft; (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>

	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	Unless otherwise as specified in BDS, the advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2.
	44.2	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC .
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC .
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/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.
	46.2	Deleted
	46.3	Deleted

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.

	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H. MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting	49.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration; iv. Procuring Agency's Mechanism as per BDS
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	49.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

	49.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	49.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in

		support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as it deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION-III BID DATA SHEET

PMU IESCO

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders																					
A. Introduction																							
1.	1.1	<p>Name of Procuring Agency: <i>Chief Engineer (Development) IESCO Islamabad</i></p> <p>The subject of procurement is:</p> <table><tr><th>Tender Identification</th><th>Item Description</th><th>Unit</th><th>Qty</th></tr><tr><td rowspan="4">PMU/Goods/ NCB -217-R</td><td>11KV Incoming Panel 25KA for 40 MVA</td><td>No.</td><td>10</td></tr><tr><td>AC/DC Station Aux Panel 220 V</td><td>No.</td><td>2</td></tr><tr><td>11KV Bus Coupler</td><td>No.</td><td>2</td></tr><tr><td>11 KV Capacitor Control Panel</td><td>No.</td><td>2</td></tr><tr><td>PMU/Goods/ NCB -218-R</td><td>11KV Incoming Panel 25KA for 26 MVA</td><td>No.</td><td>13</td></tr></table> <p>Commencement date for delivery of Goods: <i>From Contract Agreement signing date.</i></p>	Tender Identification	Item Description	Unit	Qty	PMU/Goods/ NCB -217-R	11KV Incoming Panel 25KA for 40 MVA	No.	10	AC/DC Station Aux Panel 220 V	No.	2	11KV Bus Coupler	No.	2	11 KV Capacitor Control Panel	No.	2	PMU/Goods/ NCB -218-R	11KV Incoming Panel 25KA for 26 MVA	No.	13
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	11 KV Capacitor Control Panel	No.	2																				
PMU/Goods/ NCB -218-R	11KV Incoming Panel 25KA for 26 MVA	No.	13																				
2	2.1	<p>Financial year for the operations of the Procuring Agency: 2025-26</p> <p>Name of Engineering goods/Equipment/Material: <i>As mentioned above</i></p> <p>Name of financing institution: <i>Cost Deposit Head</i></p> <p>Name and identification number NCB-217-R & NCB-218-R/2025-26 of the Contract: <i>As mentioned thereon in the ITB-1.1</i></p>																					
4.	3.1	<p>Maximum number of members in the joint venture, consortium or association shall be: <i>It is discretion of bidder (s).</i></p> <p><u>1. Joint venture agreement or Letter of Intent for JV will be for this particular tender.</u></p> <p><u>2. In case of JV or letter of intent of JV, bidder shall submit bid security & Performance security in name of JV irrespective of lead partner /in-charge of JV. Single partner security will lead to rejection of bid.</u></p>																					
5.	4.1	<p>Ineligible country(s) is or are any country under trade Embargo by the Government of Pakistan or the United Nations.</p>																					

6.	4.6	Demonstration of authorization by manufacturer: Required (where bidder is not manufacturer).
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B. Bidding Documents

7.	7.2	<i>The original bid will be uploaded on e-pads website www.eprocure.gov.pk and on copy must be submitted at the time of bid opening.</i>
8.	8.1	The address for clarification of Bidding Documents is: online at www.eprocure.gov.pk and in hard form at Chief Engineer (Development) IESCO Head Office, Street No. 40, Sector G-7/4 Islamabad.
	8.5	Pre-bid meeting: Not Applicable

C. Preparation of Bids

9.	10.1	The Language of all correspondences and documents related to the Bid is: English
10.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: Samples are not required except <i>Samples of equipment required for those item(s) whose specification(s) are not available or where brand Name or equivalent is not mentioned or requirement of Bid Evaluation Committee as and when required to establish the characteristic of offered product. In that case Bidder will provide the sample (s) within three (03) days from the date of letter, in which requirement of sample is pointed out.</i>
11.	11.1 (h)	In addition to the documents stated in ITB 11 , the following documents must be uploaded with the bid on www.eprocure.gov.pk and included with the copy of Bid: <ul style="list-style-type: none"> i. Integrity Pact (No contract amount should be mentioned) ii. Joint venture Agreement if any on non-judicial stamp paper for particular tender iii. No Deviation certificates from Commercial terms and technical specification iv. Firms Engineers and professionals Information

		v. Quality Control & Assurance list and status vi. Income tax returns for last three years vii. Audited Financial Reports of last three years viii. Confirm and valid Bank Credit line (latest) (if any) required to establish cash flow or financial resources. ix. Declaration for no blacklisting/debarment from any organization (locally or internationally) for both manufacturer and bidder.
12.	11.2 (d)	Characteristics: <i>Specifications amended to date as mentioned in Section-V Schedule of Requirement.</i>
13.	12.3 (c)	Other procurement specific documentation requirement are: <i>As per Section V of Bidding Document.</i>
14.	12.4	Spare parts required for: <i>As per respective Specification (s) mentioned in Section-V of Bidding Document or Employer's requirement.</i>
15.	13.3 (a)	The Bidder is required to include with its Bid, documentation from the manufacturer of the goods, that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid.
	13.3 (b)	The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: (list criteria) The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: <u><i>Appendix-A is mandatory for bidder (s) to establish experience, qualification and evaluation criteria. In case bidder/manufacturer fails to fulfill the criteria, its bid will be considered non-responsive.</i></u>
16.	15.6 (a) (iii), (iv)	For goods manufactured from within Pakistan the price quoted shall be: <i>Ex-Works (EXW) including all taxes and duties (excluding GST),</i> <i>Inland Transportation, insurance or other incidental services, loading and unloading etc. from Factory to Designated Store of IESCO as per price schedule.</i>
17.	15.6 (b) (i) (ii), (iii)	For goods offered from abroad the price quoted shall be:

	(iv), (v)	<p><i>Duty Delivery Paid (DDP) including all taxes & duties.</i></p> <p><i>Inland Transportation, insurance or incidental services from port or border or place of entry to IESCO Designated Store including Loading and Unloading etc. as per price schedule.</i></p>
18.	15.7 (a) (i)	As defined in BDS Sr. No 16 and 17.
19.	15.8	The Prices shall be fixed and firm without escalation during currency of contract. Bidder will assess all risk during bidding as well as after contract agreement before participation in bidding.
20.	15.9	In Addition to ITB, bidders shall quote for the entire goods and services on a "single responsibility" basis such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement and subcontracting (if any). This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Bidding Document, the acquisition of all permits, approvals, and licenses, etc.; the operation, maintenance, and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions
21.	16.1 (a)	<p>a) For goods and related services originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees (PKR)</i>;</p> <p>b) For goods and related services originating outside Pakistan, the Bidder shall express its Bid in <i>Pakistani Rupees (PKR)</i>.</p>
22.	16.2	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 bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
23.	17.1	The Bid Validity period shall be: 90 days.

24	17.3	Not Applicable. Fixed price shall prevail during currency of contract.												
25..	18.1	<p>The amount of Bid Security shall be as under:</p> <table border="1"> <thead> <tr> <th>Tender Identification</th><th>Item Description</th><th>Amount of Bid Security in Rs.</th></tr> </thead> <tbody> <tr> <td rowspan="4">PMU/Goods/ NCB -217-R</td><td>11KV Incoming Panel 25KA for 40 MVA</td><td rowspan="4">2,080,265</td></tr> <tr> <td>AC/DC Station Aux Panel 220 V</td></tr> <tr> <td>11KV Bus Coupler</td></tr> <tr> <td>11 KV Capacitor Control Panel</td></tr> <tr> <td>PMU/Goods/ NCB -218-R</td><td>11KV Incoming Panel 25KA for 26 MVA</td><td>1,930,500</td></tr> </tbody> </table> <p>* The currency of Bid Security shall be denominated in PAK Rupees only.</p> <p>1. The copy of Bid security must be submitted online and Original Bid security shall be accompanied with technical proposal envelope at the time of bid. Lesser bid security amount or validity of bid security will lead to rejection of bid.</p> <p>2. Bid Securing Declaration "Not Applicable"</p> <p>3. Bid security of JV should be in name of JV, failure to provide Bid security will lead to rejection of bid.</p>	Tender Identification	Item Description	Amount of Bid Security in Rs.	PMU/Goods/ NCB -217-R	11KV Incoming Panel 25KA for 40 MVA	2,080,265	AC/DC Station Aux Panel 220 V	11KV Bus Coupler	11 KV Capacitor Control Panel	PMU/Goods/ NCB -218-R	11KV Incoming Panel 25KA for 26 MVA	1,930,500
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PMU/Goods/ NCB -218-R	11KV Incoming Panel 25KA for 26 MVA	1,930,500												
26.	18.3	The Bid Security shall be in the form of: <i>Cashier's Cheque, Bank Guarantee, DD, CDR.</i>												
27.	18.3 (c)	Other forms of security are: <i>As per 18.3 of BDS</i>												
28.	19.1	Alternative Bids to the requirements of the Bidding Documents: <i>Not allowed</i>												
29.	21.1	<i>The original bid will be uploaded on e-pads website www.eprocure.gov.pk and on copy must be submitted at the time of bid opening.</i>												
30.	21.2	<p>Written confirmation of authorization are: <i>Power of attorney in the name of authorized person who is responsible for signing of bid, post bid clarification and subsequent contract agreement.</i></p> <p><i>In case of JV, all partners of JV will authorize the person who is responsible for signing of bid, post bid clarification and subsequent contract agreement.</i></p> <p><i>Power of attorney will be on non-judicial paper and format of Power of attorney should be acceptable to the employer or as described in the section-VI (Bid Form).</i></p>												

D. Submission of Bids

31.	22.2 (a)	Bid shall be submitted online at www.eprocure.gov.pk and also sealed bid should be submitted along with
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		<p><i>Cashier's Cheque, Bank Guarantee, DD, CDR. before bid closing time in the o/o:</i></p> <p><i>Chief Engineer (Development)</i></p> <p><i>Address: IESCO Head Office Sector G-7/4 Street No. 40</i></p> <p><i>City/Town: Islamabad</i></p>
32.	22.2 (b)	<p>Title of the subject Procurement or Project name:</p> <p><i>The Procurement of 11kV incoming panels, AC/DC Auxiliary panel, 11kv bus bar coupler, 11 KV Capacitor Control Panel under Cost Deposit Head</i></p> <p>IFB title and No: <i>Procurement of goods</i></p> <p>Time and date for submission:</p> <p><i>As per mentioned in IFB</i></p>
33.	23.1	<p>The deadline for Bid submission is</p> <p><i>As per IFB</i></p>
E. Opening and Evaluation of Bids		
34.	26.1	<p>The Bid opening shall take place at:</p> <p><u>Address:</u></p> <p><i>IESCO Headquarters, Street No.40, Sector G-7/4.</i></p> <p><u>City/Town:</u></p> <p><i>Islamabad</i></p> <p>As per IFB</p>
35.	32.2	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>Pak Rupee</i></p> <p>The source of exchange rate shall be: <i>State Bank of Pakistan</i></p> <p>The date of exchange rate shall be: <i>Date of Bid Opening</i></p>
36.	35	<p>Evaluation Techniques</p> <p>Least Cost Based Selection (LCBS)</p> <p>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 highest ranked bid.</p> <p>Quality and Cost Based Selection (QCBS)</p> <p>In such combination, there shall be some specific</p>

		<p>weightage of both the technical features (such as prescribed in ITB 35.2) and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The highest ranked bid shall be declared, on the basis of combined evaluation.</p> <p>Explanation: No weightage shall be given to the qualification parameters such as capacity and capability of the bidder (i.e. Manufacture or Authorized supplier), for the purpose of rating. Any such weightage shall only be attributed to the quality parameter of the product to be procured.</p> <p>In case of QCBS technique, the weightage to determine the ranking of the bidders shall:</p> <ol style="list-style-type: none"> Not be more than 40 percent for the technical parameters of the product; and not less than 60 percent for the financial aspect. <p>Aspects for Ranking the Quality of the Product</p> <p><i>(Editable based on the professional expertise of that particular trade)</i></p> <p>The Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, may requires the following parameters to be evaluated while determining the quality of the goods:</p> <ol style="list-style-type: none"> Additional Functionalities (or priority requirements); Factors of sustainable procurement (e.g. environmentally friendly products); Efficiency of the machinery having minimum losses; Additional Safety Features; GPS Facility in case of portable equipment; Closeness of upper/lower ceiling for such specification's having certain ranges; Lower Value of Least Count Error; Earthquake related OBE (Operation Basis Earthquake) and SSD (Safe Shut Down) Earthquake features; Incidental services such as installation and/or commissioning facilities offered by the manufacturer/authorized dealer;
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		<p>(j) Longer Warranty period, after sale service, and/or post installation/commissioning support; and/or</p> <p>(k) Testing facilities at site etc. Cost of components, mandatory spare parts, and service;</p> <p>(m) the availability in Pakistan of spare parts and after-sales services for the equipment offered in the bid;</p> <p>(n) the projected operating and maintenance costs during the life of the equipment;</p> <p>(o) the performance and productivity of the equipment offered; and/or</p>
33.	33.4 (h)	Other specific criteria are: Nil
34.	33.5 (a)	<p>Inland transportation from EXW from Factory /DDP from Karachi Port to IESCO Regional Store, Hassan Abdal Road, New Wah and insurance and incidentals.</p> <p>Bidder shall furnish:</p> <ul style="list-style-type: none"> • Estimated dimensions and shipping weight of each package. • Approximate EXW/ Applicable INCOTERM value of each package.
35.	33.5 (b) Option (i) Option (ii) Option (iii)	<p>Delivery schedule: <i>Maximum 210 Days from outside the purchaser's country and 150 Days from within purchaser's country.</i> However, Bidder shall partially supply material as specified in Delivery schedule.</p> <p>Adjustment expressed as a percentage: <i>of 0.05%/day of quoted price, where delivery schedule is deviated 30 days. In case, deviation of delivery schedule is more than 30 days, bid shall be considered non responsive.</i></p>
36.	33.5 (c) (ii)	<p>Deviation in payment schedule: <i>Not allowed and bid will be considered non-responsive.</i></p> <p>Annual interest rate: <i>Interest Rate prevailing at time of Bid Opening date.</i></p>
37.	33.5 (d)	<p>Cost of spare parts: <i>As per tender specification or Scope of work or upon the enquiry of bidder.</i></p>
38.	33.5(e)	<p>Spare parts and after sales service facilities in Pakistan. <i>Not Applicable</i></p>

39.	33.5 (f)	Operating and maintenance costs. Not Applicable
40.	33.5 (g)	Performance and productivity of equipment. <i>As mentioned in Appendix-A</i>
41.	33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. <i>As per Appendix-A</i>
42.	33.6	In case of award to a single Bidder of multiple lots methodology of evaluation to determine the lowest Evaluated LOT combinations, including any discounts offered in the Form of Bid is; <u><i>"Most Advantageous Bid"</i></u> shall be considered for each Lot/Tender/Package.
43.	34.1	Domestic preference to apply. Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority. The Magnitude and procedure is described thereon in Appendix-A .
F. Award of Contract		
44.	40.1	Percentage for quantity increase or decrease is: <i>15% of amount of contract</i> at the time of issuance of NOA/during the currency of contract as repeat order. In case tender possess more than one item (s); Procuring agency may increase/decrease quantity for any item of tender or for entire tender, however percentage shall remain 15% of amount of contract.
45.	43.1	The Performance Bank guarantee shall be: Amount up to 10% percent of the Contract Price to be provided within 28 days of the issuance of Letter of Acceptance (LOA) / Notification of Award (NOA).
46.	43.2	The Performance Security (or guarantee) shall be in the form of: <i>Bank Guarantee from Scheduled Bank having rating A+.</i> Insurance Performance security is not admissible.
47.	44.1(b)	The Advance Payment is not allowed
48.	44.2	Maximum amount of Advance payment shall be: <i>As mentioned in ITB-44.1(b)</i>
49.	45.1	Arbitrator shall be appointed by mutual consent of the both parties. Bidder shall nominate the arbitrator at time of Bidding stage; however, nomination of arbitrator shall be decided by mutual understanding.

G. Review of Procurement Decisions

50.	47.1	<p>Grievance can be raised online at www.eprocure.gov.pk as well as in hard form at <i>Chief Engineer Development) IESCO, IESCO Headquarters Street No. 40, Sector G-7/4 Islamabad</i></p> <p><i>Timeline of grievance is in accordance with PPRA Rules-35 & 48</i></p> <p><i>No fee will be applicable for first grievance.</i></p> <p><i>Please avoid unnecessary grievance to save the time of procuring agency.</i></p>
58.	48.6	<p>The Address of PPRA to submit a copy of grievance:</p> <p><i>Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority (PPRA) 1stFloor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254</i></p> <p>i) Fees of PPRA Appellet for Greivance is Rs.500,000/- having bid value Upto 250 Million</p> <p>ii) Above 250 Million = 0.2% of bid value but not exceeding 5 Million</p> <p><i>The Plaintiff will bear the cost/fees for PPRA Greivance.</i></p>
59.	49.1	<p>IESCO Mechanism for Blacklisting of contractor/supplier/manufacture/consultant/firm as attached in the section VIII.</p> <p><u><i>It will be presumed that bidder has gone through the contents and is agreed with IESCO mechanism.</i></u></p>

Note:

1. *Please go through the contents of bidding documents carefully, in case of any query (ies), do not hesitate for clarification as per ITB clause -8.1.*
2. *It is also advised to submit binded bids.*

Evaluation and Qualification Criteria

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1. Evaluation Criteria

1.1 Technical Criteria

“The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section IV (Schedule of Requirement) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.”

1.2 Domestic Preference

- 1) Bidders' tendering for engineering goods produced in Pakistan shall be accorded a price preference in rupees up to a specific percentage (in proportion to the value addition) of the lowest quoted landed cost of an item of foreign origin with similar specifications as mentioned in the tender(s):
- 2) Domestic preference shall be applicable in accordance with SRO. 827 (I)/2001 dated 03.12.2001 issued by Ministry of Commerce, Govt. of Pakistan. *
- 3) In comparison of evaluated Bids, the Goods manufactured in Pakistan, will be granted a margin of preference in accordance with the following procedures, provided that:
- 4) The bidder shall have established to the satisfaction of Employer that the
 - a) Manufacturing cost of such Goods includes a domestic value addition equal to at least 20% of the Ex-factory Bid price of such Goods.
 - b) The saving in foreign exchange is not less than the amount of price preference.
 - c) It is ensured that in each case of such preference, the total import requirement for producing the supplies tendered for locally manufactured items has been duly indicated by the bidders.
 - d) Price preference shall be allowed as under:
 - i) Having minimum of twenty per cent value addition through indigenous manufacturing price preference shall be fifteen percent.
 - ii) Having over twenty percent and upto thirty percent value addition through indigenous manufacturing, price preference shall be twenty percent.

- iii) Having over thirty percent value addition through indigenous manufacturing, price preference shall be twenty-five percent.

Notes:

1. In order to avail the domestic preference, local manufacturer shall provide the certificate of value addition on Ex-Work price from Engineering Development Board (EDB) Islamabad. Without this certificate of EDB Islamabad, minimum 15% value addition for domestic preference shall be assessed.
2. For the purpose no post bid clarification shall be asked from any bidder to avoid the change of substance of bid.

1.3 Economic Criteria

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation

Cost for local handling and inland transportation shall be quoted in price schedule of EXW/DDP Price.

1.3.1.2 Minor Omissions or Missing Items

As per ITB, "the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."

1.3.2 Adjustment for Deviations from the Terms of Payment

"Deviations from the Terms of Payment are not permitted."

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

"The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section V & VI. No credit will be given for earlier completion. Bids offering late contract performance schedules will be accepted but the Bids shall be adjusted in the evaluation by adding to the Bid Price at the rate of 0.05%/per day of the Bid Price for each day of delay. Bids offering delivery schedules beyond 30 days of the date specified in Section V&VI shall be rejected."

1.3.4 Operation and Maintenance (O&M) Costs

Not Applicable

1.3.5 Spare Parts

"As per Specification or otherwise as required in tender inquiry"

1.3.6 Performance and Productivity of the Goods

The Performance and Productivity of Goods (if required) shall be assessed as per the relevant Tender Specifications or the Comparison of Technical Characteristics of the items or through Samples (whichever is applicable). Such as:

The method of calculation of losses in DTF shall be the following:

Capitalization of Distribution Transformer (DTF) Losses (Iron & Copper) as per tender specification DDS-84:2020 if contract is to be let for DTF

Capitalization of Power transformer Losses shall be as per specification P-46:2022

1.4 Multiple Lots (Contracts)

If Goods and Related Services are grouped in multiple lots, the following provision must be used:

“Tender shall be awarded to the Most Advantageous Bidder for entire tender or lot.”

2. Qualification Criteria

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Nationality

Nationality in accordance with section -IV.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet;
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB - 3.7	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet& an affidavit
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2.1.3 Blacklisting/Debarment

Not having been declared debarred by ADB, WB or cross debarment/ any procuring agency of Pakistan as described in ITB- 3.8 & ITB-49	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet& an affidavit
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2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of Section-I	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission
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2.2 Historical Contract Non-performance

2.2.1 History of Non-performing Contracts

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	One Partner
Non-performance of a contract ^a did not occur as a result of contractor default since 1 st January	Must meet requirement	Must meet requirement	Must meet requirement ^b	Not Applicable
				an affidavit

^a Non-performance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Purchasers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

^b This requirement also applies to contracts executed by the Bidder as Joint Venture partner.

Note: Blacklisted firm only be considerable which is in active list of PPRA (Website)

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Not Applicable

2.2.3 Pending Litigation

Pending litigation and arbitration criterion _____ apply.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation, arbitration or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% (percent) of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Pending litigation form as per section VI Note: please provide case file and amount

2.3 Experience and Technical Capacity

2.3.1 Contractual Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
a) Bidder or its manufacturer or JV (any partner) shall have successfully completed at least two (02) number of contracts of same nature/type. “Same nature/type” means material/equipment having comparable characteristics/ features. In this context, complete set of copies of the contract agreements/Purchase Orders along-with copy of GRN/ completion certificate for the equipment indicated in the supply record pertaining to the specified and comparable equipment during the bid evaluation. Non-submission of said/above documents shall render the bid non-responsive. In this context the bidder is required to fill only in the relevant forms given in tender document and submit the same with the bid. The documents submitted in format other than given in the bidding document, shall make the bid as non-responsive. Schedule of qualifications duly filled in should be submitted with the bid and extra sheets	Must meet requirement	One Partner Must Meet the corresponding criteria			The Bidder shall provide the Signed Contract Agreement and Completion certificates or GRN

<p>may be used to furnish qualifications, experience and supply record (year wise) of the addresses/contract numbers of the purchasers/clients.</p> <p>b) The bidders/JV, who are not manufacturers themselves, shall furnish a valid and fresh authorization from the concerned manufacturer to submit a bid from supply of their goods to Pakistan against the tender.</p> <p>Aggregate Value of all contracts will be required as under, but none of the contract value should not be less than 30% of the following value</p>			
NCB-217-R = Rs.36 Million			
NCB-218-R = Rs.34 Million			

2.3.2 Manufacturing Experience

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
The manufacturer shall demonstrate designing and manufacturing experience of similar or higher rated equipment / material for at least five year and Three year satisfactory operation performance of offered equipment.	Must meet requirement	Not applicable	Not applicable	Manufacturer must meet
				Manufacturer will provide the detailed supply record of similar or higher rated equipment. Satisfactory performance of similar equipment for three years.

2.3.3 Production Capacity

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
In order to ensure the smooth and timely execution of order, the manufacturer will indicate its manufacturing / production capacity which shall be double the total sum of orders already in hand, expected orders in pipe line and this order (if placed on the bidder). The manufacturer shall provide the information with the bid to establish its capacity / capability to execute the order for which necessary documentary evidence may be attached related for the above mentioned requirements. In this context the manufacturer is required to fill in the relevant forms given in Forms of this tender document and submit the same with the bid.	Must meet requirement	Not applicable	Not applicable	Manufacturer must meet
				Forms

**A Bidder or Manufacturer shall provide evidence of production output.*

2.4 Financial Situation

2.4.1 Historical Financial Performance

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Submission of audited financial statements for the last three years to demonstrate the current soundness of the Bidder's financial position. No Negative net worth of last three years.</p> <p>As an aggregate, the Bidder's Net Worth as mentioned in last year's audited financial statement as the difference between total assets and total liabilities should be positive.</p>	Must meet requirement	Not applicable	Must meet requirement	Not Applicable	Form FIN - 1 and audited financial reports

2.4.2 Size of Operation (Average Annual Turnover)

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	(lead Partner)	Each Partner	
Minimum average annual turnover of PKR calculated as total payments received by the Bidder for contracts completed or under execution over the last three years.	Must meet requirement	Not Applicable	Must meet 60% of the requirement	Must meet 40% of the requirement	Form FIN-2 and audited financial reports
NCB-217-R = Rs. 224 Million					
NCB-218-R = Rs. 208 Million					

2.4.3 Cash Flow Capacity

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Lead Partner	One Partner	
Specify proposed sources of financing, working capital, unavailed credit line based upon renewed facility letter or fresh firm commitment having validity period exceeding the project period being bidded, and other financial means after deduction of current commitments, available to meet the cash flow demands as indicated in below	Must meet requirement	Must meet requirement	Must meet 60% of the requirement	Must meet 40% of the requirement	Form FIN-3 Current commitment and credit line
NCB-217-R = Rs.36 Million					
NCB-218-R = Rs.34 Million					

Conditions

1. Bidder/ JV shall demonstrate above financial resources after deduction of current commitment
Cash Flow = Working Capital + Credit Line Facility - Deduction of Current Commitment
2. Bidder will provide confirm credit line facility from schedule banks of Pakistan to meet above financial criteria. No other letter of credit is acceptable.

Section-IV Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are eligible to participate in the procurement process:

“All countries of world with whom Islamic Republic of Pakistan has commercial relations and for which no Trade Embargo has been imposed by the Government of Pakistan”

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx>

<https://visa.nadra.gov.pk/business-visa-list-bvl/>

SECTION-V
SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Schedule of Requirements

Part-A Delivery /Completion Period

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery and delivery period will commence from the date of signing of contract agreement.

- (i) In case of *Within Purchaser's Country* "at EXW up to IESCO Regional Stores" New Wah
- (ii) In case of *Outside Purchaser's Country* "at DDP up to IESCO Regional Stores" New Wah

Tender Identification	Item Description	Unit	Qty	Delivery of Material on EXW ¹	Delivery of Material on DDP ²
PMU/Goods/ NCB -217-R	11KV Incoming Panel 25KA for 40 MVA	No.	10	150	210
	AC/DC Station Aux Panel 220 V	No.	2		
	11KV Bus Coupler	No.	2		
	11 KV Capacitor Control Panel	No.	2		
PMU/Goods/ NCB -218-R	11KV Incoming Panel 25KA for 26 MVA	No.	13	150	210

Bidder shall confirm delivery on form-8 as provided in BD

Note:

- EXW Delivery Period Include (150 Days)
The Days mentioned above include the approval of Technical Data and Drawings, Manufacturing and Inspection (Type test (If any) & FAT) and delivery of material.
- DDP Delivery Period Include (210 Days)
The Days mentioned above include approval of Technical Data and Drawings, Manufacturing and Inspection (Type test (If any) & FAT) and delivery of material.

Technical Specifications

Part-B Technical Specifications

1. GENERAL

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

2. SPECIFICATIONS AND DRAWING

- 2.1 The contract shall be executed in strict conformity with the specifications and/or Drawings given or mentioned in this section and the supplier shall do no 'Work' without proper specifications, 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 error, omission or discrepancy is 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 Purchaser whose written explanation and/or clarification shall be obtained before proceeding with the work.
- 2.3 The Manufacturer / supplier shall submit to Purchaser under intimation to the Purchaser, within **30 days** of the issuance of the Notification of Award, for approval of the Purchaser, **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 per required in the Technical Specifications or other provisions of the bidding documents or, if Purchaser deems necessary, require changes or modifications to be made therein, Purchaser shall return two copies to the Manufacturer/Supplier marked. "Approved", "Approved as Noted" or "Returned for Correction". Each drawing, which is noted "Returned for Correction".
- 2.4 The Manufacturer/Supplier after incorporating the desired changes in the drawing shall resubmit four (4) sets of the same to the Purchaser for approval. Two prints of which shall be stamped "APPROVED" by the Purchaser and returned to the Manufacturer/Supplier for his record.

- 2.5 On completion of the Contract, the Manufacturer / Supplier shall deliver to the Purchaser four (4) prints of all approved drawings, technical literature, data which show the work in the final or “as built” condition. The said drawings and documents shall be permanent and non-fadable. In addition to above, two soft copies of above-mentioned final drawings made on Auto CAD (latest version) on two separate CDs shall also be provided to the Purchaser.
- 2.6 The Manufacturer/Supplier shall allow 15 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 Manufacturer/Supplier and no extension in time will be allowed on this account. Delays in obtained approval caused by the Purchaser beyond 15 days will entitle the Supplier to an extension of time.
- 2.7 Approval by the Purchaser does not relieve the Manufacturer/Supplier of his responsibility to do the work in accordance with the Contract.
- 2.8 The Manufacturer/Supplier shall be responsible for any discrepancies, errors and omissions in any drawings or other particulars supplied by him whether the Purchaser has approved such drawings or particulars or not.
- 2.9 All drawings and documents furnished by the Manufacturer/Supplier in accordance with the Contract shall become the property of the Purchaser.
- 2.10 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relates to a particular country or regions, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

3. LANGUAGE

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

4. TESTS

- 4.1 The ordered material shall be subject to tests as per relevant provisions of the specifications.

5. TYPE TEST Requirements

5.1 The contractor shall supply valid type test reports according to WAPDA/ NTDC specification along with the bid for the material offered. In case the type test reports furnished by the bidder are not from one of the laboratories mentioned below or any other reputed independent testing laboratories accredited by STL (Short-Circuit Testing Liaison) or are not relevant to the material offered or do not meet or comply with the ratings and other requirements of the Purchaser's Specifications included in this bidding document or are otherwise not to the satisfaction of the Purchaser in any respect, the bidder has to arrange Type testing at any one of the below mentioned laboratories at his cost without disturbing the stipulated delivery period given above duly witnessed by IESCO Engineers.

1. HV & SC Lab, Rawat, Pakistan
2. KEMA Lab, Holland
3. CESI, Italy
4. CRIEPI Lab, Japan
5. KERI Lab, Korea
6. Any other lab approved by STL
7. ILAC Lab

Note:

If the supplier/contractor has not valid prototype/ type test report, the firm will undertake that it will carry out prototype within the delivery schedule in the presence of IESCO/independent inspectors.

6. TECHNICAL SPECIFICATIONS

The following technical specifications (amended to date) are appended hereto:

Note: - The latest updated version of specifications shall be applicable.
(Amended to date - In effect as at the date 42 days prior to bid submission)

Copy of Technical Specifications as mentioned in bidding document may be obtained on depositing Rs. 5000/- in the office of PMU finance IESCO.

6.1 SERVICE CONDITIONS

The Equipment and all accessories shall be suitable for satisfactory operation under the following service conditions.

a) Ambient Temperature

Maximum	50°C
Maximum mean over any 24 hours	45°C
Mean in any year	30°C
Minimum	-10°C

b) Relative Humidity

The relative humidity may range up to 100%. The maximum values of the ambient temperature and humidity, however, do not occur simultaneously. During the monsoons, high humidity may persist for many days at a time, with temperature ranging from 30°C to 40°C.

c) Installations will be up to 1000 m above sea level.

d) Atmospheric Conditions

- It may be assumed that the air is not normally heavily polluted by dust, smoke, aggressive, gases, vapours or salt spray. However, at certain time of the year severe dust storms may be experienced.
- Provision shall be made in the design of all the equipment to ensure that proper operation is not impaired by vermin, insects, small animals and birds.

6.2 PROTECTION & CONTROL FEATURES

- The AC supply for control and auxiliary circuits shall be as under:

Type of system	3-phase, 4-wire, Neutral solidly earthed.
Nominal voltage	415V
Limits of supply voltage which an AC Operating device or auxiliary equipment Shall be capable of operating correctly	+10% - 15%
Rated frequency	50Hz
Limit of frequency between which an AC Operating device or auxiliary equipment Shall be capable of operating correctly	48-51Hz
Initial symmetrical 3-phase Short-circuit current	15kA
One minute power frequency withstand Voltage for the auxiliary circuits	2 kV

- The DC supply for auxiliary circuits shall be 110V. The limits of variations are plus 10 percent and minus 15 percent.
- Metal Clad Outgoing Panels, Capacitor Panels and Bus Coupler panels shall be having Earth Fault/Over Current Relay made of ABB or Siemens with **Broken Conductor Features**; in case of any panel equipped with

O/C, Earth Fault Relay not possessing such feature shall be liable for rejection.

- Similarly Distance Relay made of ABB or Siemens shall be compatible with **Broken Conductor feature**; in case of any panel equipped with O/C Earth fault current relay, not possessing such feature shall be liable for rejection.
- All 11kV outgoing Panels or Control Panels shall be equipped with **Elster /Iskra/** Energy meters or equivalent as per P-202:2012.

7. SCHEDULE OF TECHNICAL DATA

The bidder is required to fill the requisite schedule of technical data as per attached Specifications and submit the same with the bid for each equipment / material etc. A bid without schedule of technical data (filled in) will be considered as non-responsive.

8. PURCHASER'S SPECIFICATION FOR EQUIPMENT

LIST OF SPECIFICATIONS

Tender Identification	Item Description	Specifications (Amended up to date)
PMU/Goods/ NCB -217-R	11KV Incoming Panel 25KA for 40 MVA	P-44:2018
	AC/DC Station Aux Panel 220 V	P-48:81
	11KV Bus Coupler	P-44:2018
	11 KV Capacitor Control Panel	P-192:2008
PMU/Goods/ NCB -218-R	11KV Incoming Panel 25KA for 26 MVA	P-44:2018

DRAWINGS

Reference Drawings are part of Tender Specification

SECTION-VI

STANDARD FORMS

A. STANDARD FORMS FOR
(Single Stage Two Envelope Procedure)

List of Forms
Single Stage Two Envelope Procedure:

Form-1	: Letter of Bid – Technical Proposal
Form-2	: Letter of Bid - Financial Proposal
Form-3	: Bidder Information Form
Form-4	: Bidder's JV Members Information Form
Form-5	: Price Schedule: Goods Manufactured Outside Pakistan, to be Imported
Form-6	: Price Schedule: Goods Manufactured Outside Pakistan, already imported*
Form-7	: Price Schedule: Goods Manufactured in Pakistan
Form-8	: List of Related Services and Completion Schedule
Form-9	: Form of Bid Security
Form-10	: Form of Bid-Securing Declaration
Form-11	: Manufacturer's Authorization
Form-12	: Form of Qualification Information
Form-13	: Letter of Acceptance
Form-14	: Production Capacity of Manufacturer
Form-15	: Deviation from Technical Provision Form DEV-1
Form-16	: Deviation from Contractual/ Commercial Provision Form DEV-2
Form-17	: Current Litigation Information Form LIT-1
Form-18	: Power of Attorney (For signatory of Application)
Form-19	: Financial Situation (Form FIN-1)
Form-20	: Average Annual Turnover Form FIN-2
Form-21	: Financial Resources Form FIN-3
Form-22	: Current Contract Commitments in Progress Form FIN-4
Form-23	: For Contractual experience
Form-24	: Form for Supply record

Letter of Bid – Technical Proposal

No. _____

Dated _____

Date of Bid submission: _____

Request for Bid No.: (NCB) _____

Description of Bid: _____

To:

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda as well as blacklisting mechanism issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*-----

 -----];
- (e) **Bid Validity Period:** Our Bid shall be valid for the period ----- specified in BDS 17.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed

- by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (j) **State-owned enterprise or institution:** (check appropriate box)
- i. We are not a state-owned enterprise or institution ☐
- ii. We are a state-owned enterprise or institution but meet the requirements of this tender. ☐
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Complete Name of the Bidder: * _____

Name of the person duly authorized as per PoA to sign the Bid on behalf of the Bidder: ** _____

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed _____ **day of** _____ **Month** _____ **Year** _____

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

Note:-

1. Place this Letter of Bid in the First Envelope **"TECHNICAL PROPOSAL"**.
2. No clarification during evaluation or any other shall be seeks therefore bidder fill the form carefully without alteration, modification or any typo error.
3. The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Letter of Bid - Financial Proposal

No. _____

Dated _____

Date of Bid submission: _____

Request for Bid No.: (NCB) _____

Description of Bid: _____

To: _____

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

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

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

PKR _____
 (In words) _____

- (c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: _____

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:

- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

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

Name of the Bidder:* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

****** _____

Title of the person signing the Bid: _____

Signature of the person named above:

Date signed _____ **day of** _____ **Month,** _____ **Year**

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

Note:

- i. Place this Letter of Bid - Financial Proposal in the Second Envelope marked **"FINANCIAL PROPOSAL"**.
- ii. No clarification during evaluation or any other time shall be sought therefore bidder fill the form carefully without alteration, modification or any typo error.
- iii. The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Bidder Information Form

Date of Bid Submission: _____

Request for Bid No.: NCB _____

Page _____ of _____ pages

1. Bidder's Name: _____
2. In case of JV, legal name of each member: _____
3. Bidder's actual or intended country of registration: _____
4. Bidder's year of registration: _____
5. Bidder's Address in country of registration: _____
6. Bidder's Authorized Representative Information Name: _____ CNIC No. _____ Address: _____ Telephone/Fax numbers: _____ Email Address: _____
7. Attached are copies of original documents of [please check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:-

The Bidder shall fill in this Form in accordance with the instructions. No alterations to its format shall be permitted and no substitutions shall be accepted

Bidder's JV Members Information Form

Date of Bid Submission: _____

Request for Bid No.: NCB _____

Page ____ of ____ pages

1. Bidder's Name: _____
2. Bidder's JV Member's name: _____
3. Bidder's JV Member's country of registration: _____
4. Bidder's JV Member's year of registration: _____
5. Bidder's JV Member's legal address in country of registration: _____ _____
6. Bidder's JV Member's authorized representative information Name: _____ Address: _____ _____ Telephone/Fax numbers: _____ Email Address: _____
7. Attached are copies of original documents of [please check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

1. The Bidder shall fill in this Form in accordance with the instructions
2. The above table shall be filled in for the Bidder and for each member of a Joint Venture.

Manufacturer's Information Form**Date of Bid Submission:** _____**Request for Bid No.:** NCB _____

Page ____ of ____ pages

1. Manufacturer's Name: _____
3. Manufacturer Country of Registration: _____
4. Manufacturer year of Registration: _____
5. Manufacturer's legal address of Head Office and Production sites in Country of Registration: _____
6. Manufacturer's Authorized Representative Information Name: _____ Address: _____ Telephone/Mob/Fax numbers: _____ Email Address: _____
1 Attached are copies of original documents of [please check the box(es) of the attached original documents] from concern chamber of commerce manufacturing country or Pakistani Embassy in manufacturing country <input type="checkbox"/> Articles of Incorporation (or equivalent documents of Constitution or Association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. 2. Included are the organizational chart, a list of Board of Directors, and the Beneficial Ownership.

Note:

1. The manufacturer shall fill in this Form in accordance with the instructions

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

PMU IESCO

Price Schedule: Goods Manufactured Outside Pakistan, to be Imported

Name of Bidder

Page of

NCB	Sr. No	ITEM DESCRIPTION	Unit	Qty	Unit rate on *DDP upto Karachi Port	Total Price on DDP upto Karachi Port	Unit rate of inland transportation, loading, Un loading etc upto New Wah Store	Total Price of inland transportation, loading, Un loading etc upto New Wah Store	Total Price	Country of Origin	Delivery dates on DDP Basis
1		2	3	4	5	6=(4x5)	7	8=(4x7)	9=(6+8)		
PMU/Goods/ NCB-217-R	1	11KV Incoming Panel 25KA for 40 MVA	No.	10							
	2	AC/DC Station Aux Panel 220 V	No.	2							
	3	11KV Bus Coupler	No.	2							
	4	11 KV Capacitor Control Panel	No.	2							
Total Price of NCB-217-R											
PMU/Goods/ NCB-218-R	1	11KV Incoming Panel 25KA for 26 MVA	No.	13							
Total Price of NCB-218-R											

Note:

- The Bidder must fill the price in this Form in accordance with the instructions otherwise bid will be rejected
- In case of discrepancy between unit price and total, the unit price shall prevail.
- The Currencies should be in accordance with ITB-16

*DDP Price is included all taxes and duties except of GST (which is reimbursable on submission of original Invoices as per FBR Procedure).

IESCO Designated Store: IESCO Regional Store, Hassan Abdaal Road, New Wah.

Namein the capacity of

Signature of Bidder:Duly authorized to sign the Bid for and on behalf of

Dated on day of 20

Price Schedule: Goods Manufactured Outside Pakistan, already imported*

Name of Bidder

Page of

1		2	3	4	5	6	7	8	9	10	11	12
NCB	Sr. No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 15.7(a)(ii)	Custom Duties and Import Taxes paid per unit in accordance with ITB 15.7(a)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 15.7	Price per line item net of Custom Duties and Import Taxes paid	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 15.7	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.7	Total Price per line item (Col. 9+10)

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured in Pakistan

Name of Bidder Page of

NCB	Sr. No	ITEM DESCRIPTION	Unit	Qty	Unit rate on *EXW	Total Price on EXW	Unit rate of inland transportation, loading, Un loading etc upto New Wah Store	Total Price of inland transportation, loading, Un loading etc upto New Wah Store	Total Price	Delivery dates on EXW Basis
1		2	3	4	5	6=(4x5)	7	8=(4x7)	9=(6+8)	
PMU/Goods/ NCB-217-R	1	11KV Incoming Panel 25KA for 40 MVA	No.	10						
	2	AC/DC Station Aux Panel 220 V	No.	2						
	3	11KV Bus Coupler	No.	2						
	4	11 KV Capacitor Control Panel	No.	2						
Total Price of NCB-217-R										
PMU/Goods/ NCB-218-R	1	11KV Incoming Panel 25KA for 26 MVA	No.	13						
Total Price of NCB-218-R										

Note:

1. The Bidder must fill the price in this Form in accordance with the instructions otherwise bid will be rejected
2. In case of discrepancy between unit price and total, the unit price shall prevail.
3. The Currencies should be in accordance with ITB-15

*EXW price included all taxes and duties excluding GST

IESCO Designated Store: IESCO Regional Store, Hassan Abdaal Road, New Wah.

Name in the capacity of

Signature of Bidder:

Duly authorized to sign the Bid for and on behalf of

Dated on day of 20

List of Related Services and Completion Schedule

[This table shall be filled in by the PA. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Incoterm	Description of Service	Quantity ¹	Physical Unit of Packing	Place where Services shall be performed	Final Completion Date(s) of Services
DDP	Transportation, Loading, Unloading, Insurance, incidental charges etc from Karachi Port to IESCO Store				Bidder's confirmation for delivery period as per delivery schedule in section-V
EXW	Transportation, Loading, Unloading, Insurance, incidental charges etc from factory to IESCO Store				

Note: Form-8 must be accompanied with technical proposal

Form of Bid Security (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]* **Date:** *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the complete name of Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. (NCB) _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid-Securing Declaration*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

No. _____

Dated _____

Date of Bid Submission: _____

____/____/2025

Request for Bid No.: _____

NCB _____

To: _____

NOT APPLICABLEWe, 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:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

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 days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**:. Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Manufacturer's Authorization

No. _____

Dated _____

Date of Bid Submission:

____/____/2025

Request for Bid No.:

NCB _____

To:

WHEREAS

We _____, who are official manufacturers of _____, having factories at _____, do hereby authorize M/s _____ to submit a Bid the purpose of which is to provide the following Goods, manufactured by us _____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance clause-18 of General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: _____

Name: _____

Title: _____

Date signed _____ day of _____ Month, _____ Year

Note:

1. The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.
2. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.
3. The Bidder shall include it in its Bid, if so indicated in the **BDS**.

Form of Qualification Information

**1. Individual
Bidders or
Individual
Members of
Joint Ventures**

1.1 Constitution or legal status of Bidder:

(Attach copy)

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid: _____

1.2 Total annual volume of Services performed in _____ years, in the internationally traded currency specified in the Bid Data Sheet: _____

1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last _____ years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of Procuring Agency (PA) and contact person	Type of Services provided and year of completion

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

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

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.4(d).

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

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

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

1.7 Financial reports for the last (*insert period*) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents mentioning that We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.

1.10 Information regarding any litigation, current or within the last (*insert period*) years, in which the Bidder is or has been involved.

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

1.11 Information regarding Occupation Health and Safety Policy and Safety

Records of the Bidder.

1.12 Statement of compliance with the requirements of ITB 3.4.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.11 - 1.12 above shall be provided for each member of the joint venture.

2.2 The information in 1.13 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

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

We, the undersigned declare that

- (a) The information contained in and attached to this form is true and accurate as of the date of bid submission

Or [delete] statement which does not apply]

- (b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Letter of Acceptance

[Letter head paper of the Procuring Agency]

No. _____

Date _____

To:

This is to notify you that your Bid dated _____ for execution of the _____ for the Contract Price of the equivalent of _____, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm _____, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 45.1**.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of twenty-eight (28) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

Production Capacity of Manufacturer

Sr #		Factory Capacity in unit as mentioned in Price schedule
A	Total Factory Production Capacity (No. or Sets or other unit)/Year	
B	Order in Hand (No. or Sets or other unit)	
C	Expected order during execution of this contract if awarded (No. or Sets or other unit)	
D	Quantity of this order	
E	Remaining Capacity of Factory (No. or Sets or other unit) E= (A-B-C-D)	
$A \geq 2 \times E$		

Signed & Stamped by Manufacture

Deviation from Technical Provision
Form DEV-1

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

Sr #	Section No.	Clause No	Deviation	Clarifications

Sign & Stamped by bidders

Deviation from Contractual/Commercial Provision
Form DEV-2

It is presumed that bidder shall not take any deviation. However, if he intends to take deviation to specified contractual/commercial conditions, those must be listed in the space provided below.

Sr #	Section No	Clause No	Deviation	Clarifications

Sign & Stamped by bidders

Current Litigation Information Form LIT-1

Each Bidder or member of a JV must fill in this form

Pending Litigation					
<p>➤ No pending litigation in accordance with of Section 3 (Evaluation and Qualification Criteria)</p> <p>➤ Pending litigation in accordance with of Section 3 (Evaluation and Qualification Criteria)</p>					
Year	Name of procuring agency or dispute person	Matter in Dispute in detail	Value of Pending Claim in Pak Rupees	Value of Pending Claim as a Percentage of Net Worth	Status of dispute

Power of Attorney (For signatory of Application)

[To be printed on a PKR 100 stamp paper]

KNOW ALL MEN BY THESE PRESENTS THAT by this Power of Attorney (**"Power of Attorney"**), _____ [*Insert name firm/Company/JV*] having its registered office at [-----], does hereby nominate, appoint and authorize Mr. _____, having CNIC No. _____ hereinafter referred to as the **"Signatory of Application"**, to do in our name and on our behalf the following:

1. Sign and submit to _____ or its authorized nominee, the Prequalification Application / Bid for "-----", in response to the tender No. ----- Advertisement dated [---] issued by The Procuring Agency and all other documents and instruments required to submit the Bidding Documents.
2. execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
3. do and carry out all other actions as may be required by the Procuring Agency in connection with the bidding process as a whole;
4. To immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.
5. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred bidding document including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We, [*Insert name of Firm/Company*], do hereby ratify and confirm whatsoever the Signatory of Application shall do by virtue of these presents and further agree that whatever the Signatory of Application shall do or cause to be done pursuant to this Power of Attorney shall be binding on us.

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, we have executed this **POWER OF ATTORNEY** as of
[Date].

FOR: [INSERT NAME OF APPLICANT FIRM/ COMPANY]

Signature: _____

Name: _____

Title: _____ CNIC/Passport No. : _____

Specimen Signature of Appointing /Nominated
/ Authorized

i-_____

ii-_____

iii-_____

Financial Situation (Form FIN-1)

Bidder/Supplier/JV

Financial Data for Previous 3 Years

Information from Balance Sheet

Financial Data for Last 3 Financial Years [Pak Rupee]			
Description			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from income statement

Total Revenues/ Sales			
Profit Before Taxes			
Profit After Taxes			
Interest Charges Paid			
Net Profit			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions;
- All such documents reflect the financial situation of the Applicant or partner to a JV, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Signed & Stamped

Average Annual Turnover Form FIN-2

Each Bidder or member of a JV must fill in this form

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

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

Signed & Stamped

Financial Resources Form FIN-3

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, after deduction of current commitments, available to meet the total orders cash flow demands of the subject contract or contracts as indicated in Appendix-A (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing along with supporting documents (must be attached)	Amount (Pak Rupee equivalent)
1	Working Capital	
2	Un-availed Credit Line	
3	Any other financial means on bid opening date (Amount invoiced & receivables)	
4	Total outstanding Current commitment	
5	Net Financial Resource (1+2+3-4)	

1. Latest and valid credit line facility shall be provided otherwise the same will not be considered during evaluation.
2. Detail of current commitment shall be provided separately as per FIN-4
3. In case of any other financial mean, bidder is bound to provide the detail of any other financial mean otherwise the same will not be considered during evaluation.

Signed & Stamped

Current Contract Commitments in Progress
Form FIN-4

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

Current Contract Commitments					
Sr. No.	Name of Contract/ Order	Employer's Contact Address, Tel, Fax	Value of Outstanding orders [Pak Rupee Equivalent]	Amount in Pak Rs. of Partial Deliveries completed of outstanding order (provide GRN of Employer)/ Value of Inspection material completed	Balance amount of outstanding order/ Value of material yet to be offered for inspection (Pak Rupee)
1					
2					
3					
4					
5					

Signed & Stamped

Form for Contractual Experience Form EXP-1

Bidders/JV/Manufacturer shall demonstrate contractual experience as per following format and documentary evidence:

Contract Agreement /PO No.	
Year of contract agreement /PO	
Name of Procuring agency Contact No. Address Email	
Name of bidder	
Name of Manufacturer and legal business address and factory address as mention in business license	
Amount of contract/PO and currency	
Delivery date	
Delivery Challan No or GRN No.	

Signed & Stamped

**Form for Supply Record for at least five year
Form EXP-2**

Manufacturer shall demonstrate designing and manufacturing of similar or higher rated material as per following format and documentary evidence:

Sr.	Name of Procuring agency	Contract agreement No.	Type of material	Rating	Year	Supply period	Contact No of PA

Signed & Stamped

SECTION-VII

GENERAL CONDITIONS OF THE CONTRACT

PMU IESCO

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		a)	“Authority” means Public Procurement Regulatory Authority.
		b)	The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
		c)	The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
		d)	The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.
		e)	“Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
		f)	“Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.
		g)	The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
		h)	“Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
		i)	“Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
		j)	“Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions

				precedent stipulated in GCC Clause 3 .
			k)	"Procuring Agency" means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC .
			l)	"Related Services" means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			m)	"GCC" means the General Conditions of Contract contained in this section.
			n)	"Intended Delivery Date" is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC .
			o)	"SCC" means the Special Conditions of Contract.
			p)	"Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
			q)	"Project Name" means the name of the project stated in SCC .
			r)	"Day" means calendar day.
			s)	"Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
			t)	"End User" means the organization(s) where the goods will be used, as named in the SCC .
			u)	"Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially

				different in basic characteristics or in purpose or utility from its components.
			v)	<p>“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
			w)	<p>“Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.</p>
			x)	<p>The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.</p>
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.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance Security (or guarantee) in the form specified in the SCC ; b) Furnishing of Advance Payment Unconditional Guarantee. in the form specified in the SCC ;
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.

4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC . Subject to GCC Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC .
6.	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	Performance Security(or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified check.

		10.4	The performance security (or 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.
11.	Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.
		13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris unless otherwise specified in SCC.
		13.3	Documents to be submitted by the Supplier are specified in SCC.
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
		a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations

				under this Contract; and
			e)	Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2		Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	Spare Parts	17.1		As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a)	Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			b)	In the event of termination of production of the spare parts:
			i)	advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
			ii)	following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

18.	Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC.
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21.	Change Orders	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 , make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
		b)	The method of shipment or packing;

			c)	The place of delivery; and/or
			d)	The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.	
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.	
22.	Contract Amendments	22.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.	
23.	Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.	
24.	Sub-contracts	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.	
		24.2	Subcontracts must comply with the provision of GCC Clause 5 .	
25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.	

		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, 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 26 .
27.	Termination for Default	27.1	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.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:

		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 24 ; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ;
		d)	the supplier has abandoned or repudiated the contract.
		e)	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:	
		"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.	
	27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.	

28.	Termination for Force Majeure	28.1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>
		28.2	<p>If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
29.	Termination for Insolvency	29.1	<p>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.</p>

30.	Termination for Convenience	30.1	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.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by 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.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .
33.	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34.	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8 ,
		a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
		b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.

		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

SECTION-VIII
SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1(d)	Immediately after the date of contract signing
2.	1.1(f)	As per Price schedule and Section IV of Bidding Document
3.	1.1(k)	The Procuring Agency is: Chief Engineer (Development) IESCO
4.	1.1(n)	Legitimate Delivery date as per Section -V Schedule of Requirement
5.	1.1(p)	The Supplier is: _____ _____ Note: The Name and address of the Most Advantageous Bidder be written here while signing the Contract Agreement with him.
6.	1.1(q)	The title of the subject procurement or The Project is: Procurement of Goods and Material as mentioned in the Invitation for BID & Price schedule
7.	1.1(t)	Project Director (GSC) & Superintendent Engineer (GSO)
Application and interpretation (GCC 2)		
8.	2.3	The Contract Agreement shall be signed on Non-judicial Stamp Paper as per Stamp Duty Act 1899. The Contractor shall sign each page of IESCO Blacklisting Mechanism provided in the Bidding document in addition to PPRA Rule-19, which shall be the part of Contract Agreement. For the Contracts amounting to more than PKR 50 Million, the Supplier's "Declaration of Beneficial Owner (s) Information as per PPRA SRO 592(I)/2022 dated 10.05.2022" on prescribed proforma shall be part of the Contract agreement.
Conditions Precedent (GCC Clause 3)		
9.	3.1(b)	Advance Payment The Advance Payment is not allowed.
Governing Language (GCC 4)		
10.	4.1	The Governing Language shall be: English

Applicable Law (GCC 5)		
11.	5.1	The Applicable Law shall be: <i>Laws of the Islamic Republic of Pakistan</i>
Performance Security (or guarantee) (GCC 10)		
12.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be Ten (10%) percent of the Contract Price in favor of GM (Development) IESCO from Schedule Bank of Pakistan having rating A+ in shape of Bank Guarantee. Contractor will provide performance Guarantee at time of acceptance of Notification of Award.
13.	10.4	After delivery and acceptance of the Goods, 100% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.
Inspections and Tests (GCC 11)		
14.	11.1	<p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by him which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract.</p> <p>Factory Acceptance Tests (FAT) shall be carried out at the premises of Manufacturer jointly witnessed with IESCO Engineers.</p> <p>The Contractor shall keep the Engineer informed of the progress of manufacture and notify the Engineer approximately six (6) weeks in advance, in writing as to when the Goods or any part thereof will be ready for inspection and for shipping to wharf at the port of entry/disembarkation. Following the receipt of such notice, the Engineer shall nominate to arrange pre-shipment inspection of the Goods or any part thereof including the packing at the Contractor's premises and will issue a pre-shipment Inspection Report or waiver to pre-shipment inspection. The Goods or any part thereof shall be shipped or delivered only upon issuance of pre-shipment inspection report. The Goods/material shall be subject to the type, sample and routine tests as described in the Specifications. The contractor shall provide free of charge all such assistance, instruments, machines, labor and materials as</p>

		<p>are normally required for carrying out such tests.</p> <p>In case a part or whole of the equipment being supplied at the project by the contractor is from within the country (Pakistan) or outside country, the cost of performing as well as witnessing any test by the Inspectors during pre-shipment local inspection shall be borne by the contractor if such tests are clearly intended by or provided for in the specifications or as agreed between IESCO and the contractor. Two (2) number authorized Engineers from IESCO will carry out inspection of the material at manufacturer's works. A notice of at least six (6) weeks advance, in writing shall have to be given to the IESCO by the Supplier when the stores against the order are ready for inspection. Manufacturer will provide facilities for tests as per tender specifications free of cost.</p> <p>All reasonable facilities as provided in the specifications or followed by Trade & Industry in general shall have to be offered to the Inspecting officers, by the Supplier at their expense for carrying out Testing and Inspection. If Goods are being manufactured on other premises, the Contractor shall obtain permission of the Engineer/IESCO to carry out such inspection, examinations and testing at those premises. 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.</p> <p>The contractor will cover all the expenses in context of witnessing of the tests by the Inspectors including 1st class traveling (by air or by road depending on the distance from Islamabad Pakistan to the place or places of inspections), boarding & lodging in any A class accommodation, local transportation and daily allowance as per prevailing rules per inspector to meet other expenses.</p> <p>Abroad Testing witnessing @ 250 USD and 15% incidental charges.</p> <p>Local Testing Witnessing as per prevailing rules and regulation of TA/DA.</p> <p>The supplier shall submit the inspection certificate issued by him which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure</p>
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		<p>that the goods are manufactured in compliance with the contract.</p> <p>In case the Goods fail to withstand any test, the cost of repeating such test and the cost of witnessing such test by the authorized Engineer/ Inspectors of IESCO shall be borne by the contractor and the equipment released or modified to the satisfaction of the Engineer without any additional cost to the IESCO.</p> <p>Any inspection and /or witnessing of tests or the waiving of such tests and /or surveillance by the IESCO/Engineer or their two Nos. representatives / Inspectors shall not relieve the Supplier of its obligations and responsibilities under the Contract regardless of any approval or consent given by the IESCO/Engineer or their two Nos. Representatives Inspector. Two copies of all the Inspection and Tests Reports and certificates including that for-quality control shall be supplied to IESCO. The IESCO/Consultant or his two Nos. representatives/Inspector shall countersign the reports and certificates of such tests as have been witnessed.</p> <p>The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.</p> <p>The Purchaser may require the Supplier to carry out any test and /or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, the costs and expenses incurred in the carrying out of such test and/or inspection shall be borne by the Contractor / Supplier. Further, if such test and /or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected. The Supplier shall obtain from any relevant third</p>
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		<p>party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>In case, due to any Pandemic/ urgency of material etc. where witnessing of factory acceptance testing/ foreign Inspection (if involved) may not be possible considering travels restrictions, requirement of material then third-party inspection will be opted through signing of Addendum after approval of Competent Authority. In such cases contractor will provide 03-year additional extended Warranty in lieu of waiver of physical inspection. The third-party inspection will be carried out after obtaining approval of Credible Testing laboratory from IESCO conducted by third party inspector witnessed by two No. IESCO Engineers on line through Zoom/ skype. The charges of testing/ witnessing of type tests will be borne by Supplier. The material will be delivered after approval of inspection certificate & test reports of approved inspectors from IESCO</p>
	Packing (GCC Clause 12)	
15.	12.2	<p>The following SCC shall supplement GCC Clause 12.2: 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.</p>
	Delivery and Documents (GCC Clause 13)	
16.	13.1	<p>For Goods supplied from abroad: (Outside purchaser's country on DDP) Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the documents (but not limited to the following papers) to the Procuring Agency, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package;

		<p>(iv.) Insurance Certificate;</p> <p>(v.) Manufacturers or Supplier's warranty certificate;</p> <p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Procuring Agency at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
17.	13.3	<p>For Goods from within Pakistan: (within purchaser's country on EXW)</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following but not limited documents to the Procuring Agency:</p> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturers or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(v.) Certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate.</p> <p>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.</p>
	Insurance (GCC Clause 14)	
18.	14.1	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.
	Related Services (GCC Clause 16)	
19.	16.1	<p>Related services to be provided are:</p> <p>All related services shall be as per Price and Completion</p>

		Schedule (Form 8)
		Spare Parts (GCC Clause 17)
20.	17.1	<p>Additional spare parts requirements are:</p> <p>As per Tender specification or otherwise as per tender inquiry.</p> <p>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.</p>
		Warranty (GCC Clause 18)
21.	18.2	<p>a) The warranty period except Power transformer shall be 24 Month from the date of delivery of last consignment at IESCO Regional Store, Hassan Abdal Road,</p> <p>b) The warranty period of Power transformer shall be 60 Months from the date of delivery of last consignment at IESCO Regional Store, Hassan Abdal Road</p> <p>Note: -</p> <p>The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4</p> <p>(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
22.	18.4	The period for correction of defects in the warranty period is:

		Thirty (30) Days.
23.	18.5	The period for taking remedial action for failure of correction of defects in the warranty period is: Thirty (30) Days from the date defect notified to the supplier at his cost and expense.
	Payment (GCC Clause 19)	
24.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>A) payment will be made by the Finance Director IESCO Islamabad on production of the following documents:</p> <ol style="list-style-type: none"> Bill in triplicate mentioning clearly NTN No. & GST No. Delivery Challan and GRN duly stamped and signed by the consignee (in original). Warranty Certificate. General Sales Tax Invoice. Inspection Certificates Certificate from Chief Engineer (Development) IESCO Islamabad regarding acceptance of Performance Bond. Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier. Custom clearance certificate Certificate issued from consignee store Manager that materials received vide GRN No. ____ dated ____ has been taken on stock against stock code No. ____ The payment of General Sales Tax, fixed by the Government, shall be made to the firm on production of General Sales Tax return cum payment Challan Advance payment is not applicable. <p style="text-align: center;">OR</p> <p>B) Finance Director IESCO will establish a confirmed and irrevocable Letter of Credit for Rs._____-/- through any nationalized bank of Pakistan in your favor. All charges relating to opening of <u>Letter of Credit</u> and negotiation thereon, shall be borne by contractor. The amount of material excluding General Sales Tax i.e. Rs. _____/- in the Letter of Credit shall be available for negotiation and en-cashable on submission of following documents: -</p> <ol style="list-style-type: none"> Bill in triplicate mentioning clearly NTN No. & GST No. Delivery Challan and GRN duly stamped and signed by the consignee

		<ul style="list-style-type: none"> iii) Warranty certificate iv) Inspection certificate from Nominated Inspector v) Certificate issued by the Chief Engineer (Development), IESCO Islamabad regarding acceptance of Performance Bond. vi) Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier. vii) General Sales Tax Invoice. viii) Certificate issued from consignee store Manager that materials received vide GRN No. ___ dated ___ has been taken on stock against stock code No. ___ ix) The payment of amount of 17% General Sales Tax i.e. Rs. _____/- in the Letter of Credit shall be available for negotiation and en-cashable on production of General Sales Tax invoice and General Sales Tax return cum payment Challan, as envisaged in Payment. x) Advance payment is not applicable.
		<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied from within Pakistan:</p> <p>A) 100% payment will be made by the Finance Director IESCO Islamabad on production of the following documents:</p> <ul style="list-style-type: none"> a) Bill in triplicate mentioning clearly NTN No. & GST No. b) Delivery Challan and GRN duly stamped and signed by the consignee (in original). c) Warranty Certificate. d) General Sales Tax Invoice. e) Inspection Certificates f) Certificate from Chief Engineer (Development) IESCO Islamabad regarding acceptance of Performance Bond. g) Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier. h) Custom clearance certificate j) Certificate issued from consignee store Manager that materials received vide GRN No. ___ dated ___ has been taken on stock against stock code No. ___ k) The payment of General Sales Tax, fixed by the Government, shall be made to the firm on production of General Sales Tax return cum payment Challan

		<p>l) Advance payment is not applicable. OR</p> <p>B) Finance Director IESCO will establish a confirmed and irrevocable Letter of Credit for Rs. _____/- through any nationalized bank of Pakistan in your favor. All charges relating to opening of <u>Letter of Credit</u> and negotiation thereon shall be borne by contractor. The amount of material excluding General Sales Tax i.e., Rs. _____/- in the Letter of Credit shall be available for negotiation and en-cashable on submission of following documents: -</p> <p>i) Bill in triplicate mentioning clearly NTN No. & GST No.</p> <p>ii) Delivery Challan and GRN duly stamped and signed by the consignee</p> <p>iii) Warranty certificate</p> <p>iv) Inspection certificate from Nominated Inspector</p> <p>v) Certificate issued by the Chief Engineer (Development), IESCO Islamabad regarding acceptance of Performance Bond.</p> <p>vi) Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier.</p> <p>vii) General Sales Tax Invoice.</p> <p>viii) Certificate issued from consignee store Manager that materials received vide GRN No. ___ dated ___ has been taken on stock against stock code No. ___</p> <p>ix) The payment of amount of 17% General Sales Tax i.e., Rs. _____/- in the Letter of Credit shall be available for negotiation and en-cashable on production of General Sales Tax invoice and General Sales Tax return cum payment Challan, as envisaged in Payment.</p> <p>x) Advance payment is not applicable.</p>
25.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be [<i>insert: rate</i>].
	Prices (GCC 20)	
26.	20.2	<p>Prices shall be adjusted in accordance with provisions in the Attachment to SCC.</p> <p><i>Not Applicable and Price shall remain fixed and firm during currency of contract.</i></p>
	Delays in Supplier's Performance (GCC Clause 25)	

27.	25.3	<p>a) Extension of Time shall be considered by the Procuring Agency (PA) on following grounds:</p> <ol style="list-style-type: none"> 1. The Contractor issues an inspection call as per GCC Clause-11.1 but purchaser fails to nominate inspectors within fifteen (15) days from receipt of Inspection call for foreign Inspection and seven (07) Days for local Inspection. 2. Inspector(s) does not provide the documents in time for issuance of invitation letter and visa in case of foreign inspection. In this regard, contractor shall provide written notice to inspector (s) as well as to the purchaser within seven (07) days of such happening. 3. Change in nomination of inspector (s) by the purchaser. 4. Good Received Note (GRN) not provided within three (03) days from arrival of material at IESCO Regional Store New Wah. 5. Any other delay caused by the purchaser or its person (s). <p>b) Extension of Time shall not be considered by the Procuring Agency (PA) for the following reasons.</p> <ol style="list-style-type: none"> 1. Contractor does not issue inspection call as per GCC clause - 11.1. 2. Contractor does not arrange invitation letter and visa for inspector (s) within seven (07) days of issuance of nomination letter in case of foreign inspection. 3. Any other delay caused by the contractor or its person (s) without notification to purchaser. <p>Extension of Time shall be approved equal to delay in delivery or completion of contract by the purchaser in days. However, EOT is not an obligation of Purchaser unless otherwise it is justified.</p>
	Liquidated Damages (GCC Clause 26)	
28.	26.1	<p>Applicable rate: 0.5% per week</p> <p>Maximum deduction: 10% of the Contract Price.</p> <p>Liquidated damages will be deducted of only those materials which are undelivered during contract delivery period.</p>
	Procedure for Dispute Resolution (GCC Clause 32)	
29.	32.3	Dispute Resolution

		<p><u>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</u></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><u>(b) For Contracts to be entered with nationals of Pakistan:</u></p> <ol style="list-style-type: none"> 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract - whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within seven (07) days following a notice sent by one Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. 3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both the parties. The Arbitration shall take place in [Islamabad] and proceedings will be conducted in - [Local Language i.e. Urdu and English in case of foreign contractor] language. 4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both the
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		<p>parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may also 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.</p> <p>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
	Notices (GCC Clause 35)	
30.	35.1	<p>Procuring Agency's address for notice purposes:</p> <p>Chief Engineer (Development) IESCO Head office, Street No. 40, Sector G-7/4, Islamabad</p> <p>Supplier's address for notice purposes:</p> <p>_____</p> <p>_____</p> <p>(To be provided after signing of Contract Agreement)</p>

SECTION-IX
CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between *Islamabad Electric Supply Company Islamabad (IESCO)* of Pakistan (hereinafter called "the Procuring Agency") of the one part and M/s _____ of _____ (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., _____ and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of _____ (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: -
 - (a) This form of Contract;
 - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Agency's Letter of Acceptance; and
 - (h) [add here: any other documents]
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and 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 Supplier in consideration of the provision of the goods and related services 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 Supplier:

Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Advance Payment Security (Bank Guarantee) Form

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[Name and Address of Employer]*

Contract Name and No.:

Date: *[date]*

ADVANCE PAYMENT GUARANTEE No.: *[Advance Payment Guarantee Number]*

We have been informed that on [date of award] you awarded Contract No. [Contract number] for [title and/or brief description of the Contract] (hereinafter called "the Contract") to [complete name of Contractor] (hereinafter called "the Contractor"). Furthermore, we understand that, according to the conditions of the Contract, GCC Clause 3.1 (b) of the Contract (interpreted in Special Conditions of Contract), an advance payment in the sum of [amount in numbers and words, for each currency of the advance payment] is to be made to the Contractor against an advance payment guarantee.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of the advance payment referred to above, upon receipt by us of your first demand in writing declaring that the Contractor is in breach of its obligations under the Contract because the Contractor used the advance payment for purposes other than toward the proper execution of the Contract.

It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by Contractor on its account [number and domicile of the account].

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until twenty-eight (28) days following completion of delivery CIF/DDP/CIP /Ex-Works to IESCO Regional Store New Wah basis as certified by the Purchaser.

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

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

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

M/s _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from 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 M/s _____ 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.

M/s _____ 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.

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

[Buyer]

[Seller/Supplier]

ANNEX-A

MECHANISM FOR BLACKLISTING OF CONTRACTORS / CONSULTANTS / MANUFACTURERS



**Approved by IESCO Board of Directors (BoD) in its
178th Meeting held on 23rd August 2019.**

ISLAMABAD ELECTRIC SUPPLY COMPANY (IESCO)

28th October, 2019

DISCLAIMER

If any clause of this policy afterwards develops contradiction with PPRA Rules, then PPRA Rules will supersede the relevant clause of IESCO Mechanism for Blacklisting of Contractors / Consultants / Manufacturers.

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PREFACE

This mechanism of blacklisting has been drafted in the light of Rule-19 “Blacklisting of suppliers and contractors” of the Public Procurement Rules, 2004 “PPRA Rules”. This Mechanism has been developed to mitigate the possibilities of corrupt practices and ensure the transparent and corruption free public procurement in the organization. The blacklisting policies of various procurement agencies have also been consulted. The policy was placed on IESCO website for more than 03 months & all the stake holders were invited to furnish their comments so that no one may have any objection after its implementation. This mechanism consists of 09 chapters containing Grounds for Blacklisting, Procedure for Suspension and Blacklisting, Formulation of “IESCO Standing Committee for Blacklisting”, Review against Decision of the Procuring Agency, Period of Debarment, Process to deal with Complaints & Guidelines for Evaluation of Performances of Contractors. The procedure has been developed for both of the procurement stages including competitive bidding stage and contract implementation stage. A disclaimer Clause has also been added so that Authority’s instructions could prevail. This document shall be considered an integral part of IESCO 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 mechanism and they accept all the provisions of this document.

DEFINITIONS

In addition to definitions mentioned in bidding document, following 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:** A written notice from 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 Mechanism:** A mechanism adopted by IESCO 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/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 Islamabad Electric Supply Company;

- (xiii) **Suspension.** Administrative action taken for infractions committed by a contractor during the competitive bidding stage, whereby such contractor 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.

Chapter No.1

1.1 Introduction

Blacklisting is one of the effective tools used in the struggle against the corruption in connection with public procurement. The main objectives of any procurement process are transparency, economy, fairness and efficiency so that public money is spent on welfare of the public. Hence, blacklisting is an instrument, which may lead to the decrease of the potential corruption risks and also inculcate protection of public means and increase of effectiveness of allocation of the limited resources.

Rule-19 “Blacklisting of suppliers and contractors” of the Public Procurement Rules, 2004 (hereinafter “**PPRA Rules**”) stipulates that;

*“The procuring agencies shall specify a mechanism and manner to permanently or temporarily bar, from participating in their respective procurement proceedings, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority:
Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard.”*

In the light of the above said Clause, Blacklisting Mechanism (hereinafter **the Mechanism**) has been specified for all procurements made by IESCO. This policy shall govern the blacklisting of manufacturers, suppliers, distributors, contractors, consultants and consulting firms (“contractors” for brevity) involved in government procurement for offenses or violations committed during competitive bidding and contract implementation

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

1.2 Extent of Application

- i. The Mechanism shall be applicable and remain in force, along with any amendments thereto, within IESCO until any clear instructions or guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.
- ii. The Mechanism shall also be applicable on the pre-qualified firms.
- iii. The Mechanism shall be applicable for suppliers / bidders / contractors / local agents / representatives / consultants / firms / individuals / distributors / Manufacturers / organization transacting business with IESCO.

- iv. Wherever any provision of this 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 mechanism by the competent Authority, it shall be considered an integral part of bidding document/tender document/RFP as well contract agreement/Purchase Order, unless otherwise specified PPRA rule-5. The bidder will submit an Undertaking along-with their bid that they have read and accept the provisions of this Mechanism. Non-submission of an Undertaking may result in rejection of their bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

1.3 Basic Principles of Blacklisting Mechanism

Following are the important basic principles of Blacklisting Mechanism::

- i. To lay down effective mechanism for disciplining deviant Contractors against whom, misconduct has been established;
- ii. An opportunity will be provided to any contractor alleged to have committed an act of misconduct, to defend himself;
- iii. The formal hearing be conducted by a Committee/Committees.
- iv. The presenter has the sole responsibility for deciding the terms of suspension.
- v. Blacklisting is a temporary action and not permanent measure.
- vi. The period of blacklisting / suspension would invariably depend upon the seriousness / nature of offence committed by the erring contractor.
- vii. Blacklisting Mechanism is applicable for all type of national or international contractors, manufacturers, consultants, pre-qualified contractors /manufacturers, local agents, distributors and suppliers.

CHAPTER NO. 2

GROUND S FOR BLACKLISTING

2.1 General Grounds

The following shall comprise the broad multilateral grounds for blacklisting:

- i. **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;
- ii. **Fraudulent Practice**" a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
- iii. **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, and
- iv. **Coercive Practice**" harming or threatening to directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

In addition to above, blacklisting of firms/individuals may be resorted to when the charges are of serious nature, which include but are not limited to the following:

2.2 Grounds at Competitive Bidding Stage

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

- i. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
- ii. Submission of eligibility requirements containing false information or falsified or spurious documents
- iii. Submission of false/forged/unauthentic Bid Security/Pay Order/CDR or infringement of documents to get undue monetary or any other benefit.
- iv. 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.

- v. Unauthorized use of one's name, or using the name of another for purpose of public bidding.
- vi. Withdrawal of a bid 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.
- vii. Refusal or failure to submit the required performance security within the prescribed time limit.
- viii. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- ix. All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to: an eligible contractor not buying bid documents from procuring agency or not complying with the requirements during bid evaluation, and contractors habitually withdraw from bidding for at least three (3) times within a year.
- x. 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;
- xi. Involved in litigation or needless petitioning to influence or obstruct the procurement process either on his own behalf or at the behest of any other vested interest.
- xii. Breach of confidentiality of evaluation process as mentioned in Appendix-I 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.
- xiii. 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.

2.3 Grounds 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 take against the contractors 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:

- a. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
- b. Extraordinary delay in signing or refusal to accept the Notification of Award (NOA) and/or the contract without any cogent reason.
- c. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice of Award (NOA).
- d. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment guarantee etc.
- e. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - i. Employment of competent technical personnel, competent engineers and/or work supervisors; and Deployment of committed equipment, facilities, support staff and manpower; and
 - ii. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - iii. 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;
 - iv. Renewal of the effective dates of the performance security after its expiration during the course of contract implementation.
- f. 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.
- g. 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:

- i. Deviations from specifications and terms & conditions of the purchase order/contract.
 - ii. Provision of fake prototype/type test reports
 - iii. Provision of fake inspection call FAT/Type test
 - iv. Failure to rectify the fault/damage/problem during period of warrantee
 - v. Supply of goods through inappropriate way such as smuggling of goods
 - vi. Supply of stolen goods/re-sold goods.
 - vii. Provision of fake /forged custom /taxes /duties documents
- h. 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:
- i. Defective design resulting in substantial corrective works in design and/or construction;
 - ii. Failure to deliver critical outputs due to consultant's fault or negligence; and
 - iii. Specifying materials which are inappropriate, substandard, or way above acceptable standards.
 - iv. Allowing defective workmanship or works by the contractor being supervised by the consultant.
 - v. 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.
 - vi. Acting together (Contractor & Consultant) in secret toward a fraudulent or illegal end
- i. For the procurement of infrastructure projects, poor performance by the contractor 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:

- i. Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
- ii. Quality of materials and workmanship not complying with the approved specifications/Drawing(s) arising from the contractor's fault or negligence.
- iii. Unnecessary delay in completion of project
- iv. Failure to rectify fault/problem/damages during defect liability.
- j. Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- k. In addition to above, other grounds for blacklisting of firms/individuals include but are not limited to the following:
 - i. Obtaining fraudulent payments;
 - ii. Obtaining contracts by misleading the purchaser;
 - iii. Refusal to pay IESCO dues etc.;
 - iv. Failure to fulfill contractual obligations Changes in the status of firm's ownership/partnership etc., causing dissolution of the firm which existed at the time of inspection prior to original registration of the firm
 - v. Registration of a firm with a new name by the Proprietor or family or a nominee thereof of a firm that has been already blacklisted;
 - vi. Contractors who have negotiated Plea Bargain under the National Accountability Ordinance 1999, or contractors 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 IESCO or department thereof;.
 - vii. Non-compliance of the existing policy/rules/law of GoP during execution of contract.
 - viii. Hiring of underage personnel for assignments or works violating Child Labor (Prohibition and Regulation) Amendment Bill, 2016.
 - ix. Non-Adherence to safety codes.

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

CHAPTER NO. 3

FORMULATION OF “IESCO STANDING COMMITTEE FOR BLACKLISTING”

3.1 Defining Structure of Committee

A permanent Committee namely “IESCO’s Standing Committee for Blacklisting” comprising of the following members shall examine the justification of the reasons given by the Project Authority prior to blacklisting / debarment of any firm/supplier/contractor/ individual.

i. General Manager Technical	Convener
ii. Director General/ Manager (Legal) IESCO	Member
iii. Representative of Finance Director (Not Less than the Rank of Manager)	Member
iv. Deputy Manager (Village Electrification Cell)	Member
v. Deputy 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

Depending upon the nature of the case, the Committee may consult or appoint / nominate additional members from within IESCO with the approval of Chief Executive Officer (CEO) IESCO, 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 IESCO as and when required.

3.3 Timeline for Finalization of Recommendations

The committee shall finalize its recommendations within the time specified in this mechanism.

CHAPTER NO. 4

PROCEDURE FOR SUSPENSION AND BLACKLISTING.

4.1 The Competitive Bidding Stage

4.1.1 Initiation of Action

Upon receipt of or obtaining information and / or knowledge that any person(s) is involved in practices mentioned in Article 2.1 and 2.2 of the Mechanism, the concerned project Authority / formation may initiate the suspension and blacklisting proceedings by filing its recommendations with the procuring agency or procuring agency also motu proprio (by itself) commence the proceedings upon prima facie (self-sufficient) determination that the bidder/ prospective bidder/ JV/ Person/Entity has committed any of the grounds for blacklisting during the competitive bidding stage as mentioned in article-2.1 & article-2.2 of the policy.

The Project Director or Project implementation Agency shall provide substantial evidence for the person/entity/JV/Firm against whom the case for blacklisting has been initiated.

4.1.2 Notification

Upon verification of the existence of grounds for blacklisting, the procuring agency shall immediately notify the contractor concerned in writing, advising him that:

- a. Complaint for suspension and blacklisting has been filed against him, or he has been considered by the procuring agency for suspension and blacklisting, stating the grounds for such;
- b. He has the opportunity to explain his position regarding why he should not be suspended and blacklisted;
- c. Hearing shall be conducted before the procuring agency or “IESCO’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
- d. The consequences of being suspended and blacklisted.

Within seven (7) calendar days from receipt of notification, the bidder shall submit its written answer with documentary evidence to the procuring agency or “IESCO’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 fail to answer within the stipulated period, the procuring agency shall issue a resolution recommending its blacklisting with the immediate suspension of the contractor from participating in any bidding process of the agency for a certain period and the forfeiture of his bid security.

4.1.3 Hearings

If a hearing is requested by the contractor, the procuring agency shall immediately set the date and time for hearing. The hearing shall be non-litigious and shall be terminated within five (5) 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 is made, the procuring agency shall make a determination of the case based on the complaint, answer, documentary evidence submitted and facts verified. If the procuring agency is convinced that the contractor/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.

4.1.4 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 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 suspending the contractor 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 the law on which it is based, as well as the date of effectiveness of the penalty, if any.

In case a contractor 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.

4.1.5 Notice of Decision

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

4.2 Contract Implementation Stage

4.2.1 Initiation of Action

Procuring Agency shall commence the proceedings upon prima facie (self-sufficient) determination that the contractor has committed any of the grounds for blacklisting during the contract implementation stage as mentioned in bidding document/Contract agreement or any event as mentioned in article-2.1 & article-2.3 of the policy of written complaint from Engineer/ consultant/ supervisory office.

The Project Director or Project implementation Agency shall provide substantial evidence for the person/entity/JV/Firm/Contract against whom the case for blacklisting has been initiated.

4.2.2 Notification

Upon verification of the existence of grounds for blacklisting, the procuring agency shall immediately notify the contractor concerned in writing, advising him that:

Within seven (7) calendar days from receipt of notification, the contractor shall submit its written answer with documentary evidence to the procuring agency with a manifestation for request of hearing to determine questions of fact, if he so desires. No time extension shall be allowed.

If the contractor fail to answer within the stipulated period, the procuring agency shall issue a resolution recommending the blacklisting with immediate suspension of the contractor from participating in any bidding process of the agency and the forfeiture of his bid security.

4.2.3 Hearings

If a hearing is requested by the contractor, the procuring agency shall immediately set the date and time for hearing. The hearing shall be non-litigious and shall be terminated within five (5) 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 is made, the procuring agency shall make a determination of the case based on the complaint, answer, documentary evidence submitted and facts verified. If the procuring agency is convinced that the contractor is at fault, it shall issue a resolution recommending for blacklisting with suspension of the contractor from participating in any bidding process of the agency and the forfeiture of his performance security.

4.2.4 Decision

The procuring agency 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 and the forfeiture of the latter's performance security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision for blacklisting the contractor with suspending the contractor from participating in any bidding process of the agency, and further declaring that his performance security is forfeited. Otherwise, he shall dismiss the case.

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

In case a contractor 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

4.2.5 Notice of Decision

The procuring agency shall furnish the blacklisted contractor a copy of the decision immediately from its promulgation.

CHAPTER NO. 5

REVIEW AGAINST DECISION OF THE PROCURING AGENCY

5.1 Filing an Appeal for Review against decision

The Contractor 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. For this purpose, the same will file an appeal within five (5) days from receipt of the notice of decision.

5.2 Constituting Decision Review Committee

The procuring agency shall constitute an independent “Decision Review Committee” comprising of three members and external observer(s) preferably PPRA representative.

5.3 Timeline for Deciding the Appeal

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

5.4 Finalization of the Decision

The decision of the committee shall become final and executor 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, the procuring agency shall issue a Blacklisting Order disqualifying the erring contractor from participating in the bidding of all projects.

CHAPTER NO. 6

APPEAL

6.1 Filing an Appeal with the Authority

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

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

CHAPTER NO. 7

PERIOD OF DEBARMENT

7.1 Period of Debarment for Blacklisted Firms

The Blacklisting shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years. The following time periods shall be considered for debarment on account of blacklisting;

Causes of Blacklisting	Time for Debarment
Corrupt & fraudulent & collusive practices, criminal breach of trust.	03 years
Submission of fake documents including financial instruments like securities & guarantees, submission of false Financial statement / Audit reports etc.	03 years and forfeiture of securities
Making false statement and allegation to gain undue advantage	03 years and forfeiture of securities
Commission of embezzlement, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing false information.	03 years and forfeiture of securities
Breach of confidentiality of evaluation process as mentioned in Appendix 1 hereto	06 month to 02 years as mentioned in Appendix-1 and forfeiture of securities
Extraordinary delay in signing or refusal to accept a procurement contract without cogent reasons, when the bid has been accepted by IESCO	06 month to 02 years as determined by the committee and forfeiture of securities
Non-satisfactory performance as mentioned in Appendix-2	2 years and forfeiture of securities
The contractor was blacklisted by the government or the donor agency and subsequently adopted by IESCO	3 years or the time period for which the concerned agency debarred the contractor, whichever is higher

In case the person/ contractor / firm/ consortium appeared in Consolidated Blacklisting Report shall also be considered debarred in participation of bidding process.

Note: All the penalties given herein above will be in addition to the consequences already agreed upon by the parties in the contract or any other documents.

CHAPTER NO. 8

APPRAISAL TO PROCUREMENT COMMITTEE/BOARD OF DIRECTORS

8.1 Appraisal of Blacklisted Firms to Procurement Committee/ Board of Directors (BoD)

The Procuring Agency shall apprise the Procurement Committee/Board of Directors (BoD) before communicating its Blacklisting decision to the Authority, if a Firm/Company/Bidder/JV/Manufacturer/Subcontractor/Consultant etc. is declared blacklisted by the IESCO.

CHAPTER NO. 9

COMMUNICATION OF NOTIFICATION TO AUTHORITY

9.1 METHODOLOGY FOR COMMUNICATION OF NOTIFICATION TO THE PPRA/NTDC/WAPDA/DISCOs

9.1.1 Unless otherwise provided in these policies, the blacklisting agency concerned shall submit to the PPRA /NTDC/WAPDA /DISCOs, within seven (7) calendar days after the issuance of the blacklisting order/delisting orders made by the agency, the following documents:

- a. Blacklisting Order duly signed by the Head of procuring agency containing, among others, Department/Office Order or Board Resolution number, name and address of the blacklisted person/entity, license number, if applicable, project/contract and location/amount, specific ground(s)/offense(s) committed as provided in article-9, sanction imposed and its date of start and completion, date of issuance of the order to blacklist, and other conditions which can extend duration of sanctions in article-9.
- b. Delisting Order duly signed by the blacklisting agency containing, among others, Department/Office Order or Board Resolution number, name and address of the blacklisted person/entity, name of project/contract and location, specific sanction being lifted and the number of previously issued blacklisting Department/Office Orders or Board Resolutions, effectively date of delisting, and date of delisting approval.

9.1.2 The PPRA shall prepare the Consolidated Blacklisting Report every quarter, based on the submitted Blacklisting Orders and disseminate the same to procuring agencies. The report shall be further posted in the PPRA website and shall indicate the number of times a person/entity has been blacklisted, the type of offense/violation committed, the penalty imposed, and the blacklisting agency concerned. The PPRA shall delist from such report those whose sanctions are lifted automatically after serving the given penalty as provided for in article-9 hereof and those whose sanctions are lifted through the issuance of Delisting Orders.

9.1.3 In the case of procurement of infrastructure projects, a blacklisting agency should decide to refer the case of its blacklisted person/entity to Pakistan Engineering Council (PEC)/SECP for license suspension/revocation, it shall submit

to PEC/SECP a copy of the decision accompanied with supporting documents.

- 9.1.4** All existing blacklisting reports of the Government or any of its procuring agencies, as well as the list of constructors/Consultant/consulting firms whose licenses are suspended or revoked by the PEC as of the date of effectiveness, are hereby adopted and made part of the PPRA Consolidated Blacklisting Report upon the issuance of these orders.

9.2 EFFECTIVENESS

These guidelines / mechanism or any amendments thereof shall take effect immediately after its approval from Board of Directors of IESCO.

9.3 AMENDMENTS

In the implementation of this policy, the IESCO/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.

9.4 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.

APPENDIX-1

PROCESS TO DEAL WITH COMPLAINTS

It has been frequently observed that after opening of tenders, the bidders start to influence the evaluation process. Such misleading attempts results in delay in finalizing of award of contract and cause financial loss to the National exchequer and stain its sanctity. The evaluation process is confidential till publication of award of contract process.

Provision of guidelines of international donor agencies and PPRA provides sufficient opportunity to bidders for redressal of their grievances. Hence, the attempts made by the bidders during evaluation process or thereafter to influence the contract award decisions fall under the definition of corrupt and fraudulent practices. Therefore, during bidding stage, the following mechanism shall be adopted in case of receipt of any complaint from the bidder.

- i. Anonymous complaints shall not be entertained.
- ii. The Procuring Agency reserves the right to call for an affidavit from the complainant verifying the truthfulness and correctness of the contents of the complaint.
- iii. The notice of displeasure and explanation will be immediately sent to those firms who lodge the complaint during the evaluation process.
- iv. If the firm itself or through its agent or any third party does not refrain from making complaints in the same tender, the official warning will be sent and their case will be sent to IESCO's Rights Protection Committee which may analyses the situation and suggest action including the rejection of the bid of the complainant, However, Project Authority with prior approval of CEO IESCO. May reject the bid even in first instance depending upon nature of the case or provision of the Bidding Documents.
- v. If the same bidder itself or through its agent or any third party lodges complaint in another tender floating in parallel before decision of Committee, its bid will straight forwardly be rejected by the project authority. It may also be debarred to participate in the next tender for six months under intimation to the Committee and CEO IESCO.
- vi. If the same bidder itself or through its agent or any third party lodges complaint third time in the same or any other tender within a period of one years, its bid will be rejected and bid security will be forfeited by the project authority. It may also be debarred to participate in the next tender for one year under intimation to the committee and CEO IESCO.
- vii. In order to monitor the record of the bidders, a data base will be maintained at IESCO's website and the offices of the project authorities regarding firms / supplier / contractors/consultant who consistently lodge complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

- viii. In order to monitor the record of the persons, a data base will be maintained at IESCO's website and offices of the project authorities regarding such persons who consistently lodge frivolous complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

NOTE:

It is clarified that the process provided above in Appendix-I is to discourage anonymous and frivolous complaints only and does not mean 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.

APPENDIX-2

GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTORS

- i. After signing of the contract, the Project authority (or the Consultant / Engineer) must monitor and evaluate the Contractor's performance, that is, whether the Contractor is fulfilling his obligations based on the terms of the contract and plans that were developed and agreed upon with the Project authority at the time of signing of contract or during kick-off meetings. In case of breach of contract or consistent non-performance security or debarment / blacklisting.
- ii. Though the contractor's performance evaluation is an on-going process, which takes place throughout the duration of the contract and also during the Defect Liability / Warranty Period, hence a Contractors Performance Evaluation Report shall be drafted by the project authority once all of the contractual obligations of the latter have been completed so that the project authority have gained a more complete picture that will help it in formulating a more objective judgment.
- iii. The performance evaluation report may be prepared for all contracts of more than Rs. 50 million. When based on the Evaluation Report, the performance of the contractor is non-satisfactory in. EPC contract(s) (or the contractor receives 02 No Notices of Default within same contract or against consecutive contract (s) within a period of 2 years) and 03 No supply contracts awarded within a period of 02 years, the procuring agency may initiate the case of blacklisting of the contractors in accordance with the terms of this mechanism.
- iv. 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/consultant from participation in future tenders. The procuring agency shall be the sole judge to determine the importance of the project.
- v. The above said assessment will be in addition to the provisions already agreed by the parties in the contract or any other documents.



No.

/IESCO/ISB

Dated:

Form for Hearing

Through Registered AD, Courier Service or email or Fax

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 IESCO Head Office as to why you should not be blacklisted for:

2.

***** Add charge*****

3. You are being given an opportunity to be heard and are required to appear in person or defend in writing with evidence on_____at IESCO Head Office. In case of you failure to attend or pay heed the Committee shall proceed ex-parte.

4. [To be added in the third notice]. As of final notice you are directed to furnish a satisfactory explanation in writing with supporting evidence within three days of receipt of this notice, to show cause as to why the blacklisting penalty may not be imposed. Failing to pay heed to this last notice shall stand a presumption against you that you have no explanation to offer and the matter shall be proceeded ex-part.

General Manager (Technical)
IESCO Head Office,
Street No. 40, Sector G-7/4.
Islamabad - 46000