

NATIONAL STANDARD BIDDING DOCUMENTS

Procurement of STG Material against Annual Procurement Plan 2025-26 (Single Stage Two Envelop Procedure)

Issued to: M/s _____

Tender No(s). NCB-STG-RT-34

Dated: _____

Deposit Receipt No. _____



**Gujranwala Electric Power Company
Chief Engineer (Dev.) PMU**

Standard Bidding Documents for Procurement of STG Material

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.

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/ Notification of Award is issued, before the award of contract/Purchase Order.

Integrity Pact

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

PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION-I

INVITATION TO

BIDS

INVITATION FOR E-BIDS

Electronic Bid(s) for the following tender are invited from Registered/Prequalified firms with DISCOs/NTDC/WAPDA/ GENCOS or PPMC as authorized dealers / manufacturers / suppliers, without any element of foreign exchange and for free delivery (FCS) at GEPCO Ware House Wazirabad:

Sr. No.	Tender No.	Item(s) Description	Qty (No.)	Bid opening date and time	Bid Guarantee Required (PKR)	Average Annual Turnover required for last 03 years (PKR Million)	Required Delivery Period: (reckoned from PO issuance date)
1	NCB-STG-RT-34	Disc Insulators 80KN	30,000	02/03/2026 11:00 AM	3,000,000	120.00	120 Days

Terms and Conditions

1	The tender will follow a Single Stage-Two Envelope process. Bids must be submitted as one electronic package with two encrypted envelopes: one for the Technical Proposal and one for the Financial Proposal, clearly labelled accordingly. Bid(s) must stay valid for 150 days, and bid guarantee(s) of amount mentioned above must remain valid for 180 days from the tender opening date. Documents in original establishing Bid Validity and Bid Guarantee(s) shall be submitted in an envelope clearly marked with the tender No. & Title before e-bid submission deadline in the undersigned's office, failing which the bid shall be declared non-responsive; copy of the same shall be attached with Technical Proposal of the e-Bid. All files uploaded to the EPADS website during bid submission should include the firm's name and a brief file description in the filename.
2	Tender documents are available on the PPRA EPADS website (www.eprocure.gov.pk) under 'Material Management Section GEPCO'. If unable to download, a soft copy may be obtained from the undersigned's office. Bidders must register and submit bids via EPADS at least 30 minutes before the tender opening time; manual submissions will not be accepted; however, a signed hard-copy of the same be submitted for office record. If tender is not visible under 'Active Tenders', check 'Active Tenders (Corrigendum)'.
3	Bidders are required to regularly check the EPADS website for this tender in order to remain informed of any clarifications issued by the Procuring Agency regarding unintended omissions, errors, or oversights. Bidders may also submit their queries for clarification through the same website no later than seven (07) days prior to the tender opening date.
4	Submission of an undertaking to conduct fresh type tests shall not be accepted. Only already type-tested equipment from designated laboratories specified in NTDC Type Test Policy 2023, will be considered. Bids without valid type test reports, or with incomplete or missing reports, will be rejected/ declared non-responsive without further consideration.
5	Conditional bids, late submissions, or bids without the required Bid Guarantee will be rejected. All tender conditions outlined in the bidding document must be fulfilled. Required information must be provided on the specified forms included in the bidding document.
6	GEPCO reserves the right to reject any/all bids as per PPRA Rules.
7	For further information contact undersigned on any working day during office hours.

**Chief Engineer (Dev.)PMU
GEPCO GUJRANWALA
cedevgepco@gmail.com**

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SECTION-II

INSTRUCTIONS TO BIDDERS (ITBs)

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	GEPCO's own resources.
3. Eligible Bidders	3.1	<p>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.</p> <p>The maximum number of members allowed in a Joint Venture (JV) is two.</p>
	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 influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.8	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) 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; (c) 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; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or

		<p>performance failure or due to breach of terms of bid guarantee or performance guarantee.</p> <p>(f) The firm/supplier/contractor/manufacturer/JV (one or both) blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p> <p>(g) Undertaking is not attached with the bid that the bidder is not blacklisted by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies.</p> <p>(h) Bidder is not duly pre-qualified suppliers/manufacturers with the Purchaser/ DISCOs/NTDC/WAPDA/GENCOS.</p> <p>(i) Local JV partners are not pre-qualified suppliers/manufacturers with the Purchaser/ DISCOs/NTDC/WAPDA/GENCOS.</p> <p>(j) JV in which one partner is local and other is foreign, local partner is not prequalified supplier with DISCO/NTDC/GENCOS/WAPDA.</p> <p>(k) The bidder is not registered with Income Tax & Sales Tax departments.</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</p>
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.3	Schedule of technical data duly filled in and signed in must accompany the bid and all copies thereof. The bids with substantially incomplete technical data are liable to rejection. Clause by clause commentary on the technical specification be given or in lieu thereof. The deviation from the tender specification must be filled in the schedule of Deviations.

	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 through EPADS Website.
	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.
<i>9. Amendment of Bidding Documents</i>	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	<p>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:</p> <p>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.</p>
	9.3	<p>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:</p> <p>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.</p>

C. PREPARATION OF BIDS

10. Language of Bid	10.1	<p>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 interpretation of the Bidder, the translation shall govern.</p>
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) Duly signed and Stamped Letter of Offer. b) Complete bid must be signed & stamped by the bidder. c) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; d) Details of the Sample(s) where applicable and requested in the BDS. e) Documentary evidence establishing in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process. f) In case the bidder is not the manufacturer and the material is supplied from outside Pakistan (from Eligible Countries only), the bidder shall be required in accordance with ITB 13.3(a) to provide a verifiable and valid manufacturer's authorization from the original manufacturer. g) Documentary evidence establishing in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents and as per WAPDA/NTDC Specifications. h) Bid Security furnished in accordance with ITB 18. i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid. j) Schedule of delivery. k) Schedule of prices in respect of equipment. l) Schedule of Technical data, drawings, complete literature catalogues and brochures in respect of the equipment to be supplied. m) Valid and complete Type Test Reports issued by designated lab(s) mentioned in clause 5.1 under <u>Section-V</u> of this bidding document. n) Clause by Clause commentary on Purchaser's specification or Schedule of Deviations from specification. o) Satisfactory Operational/Performance Certificates as per bidding document. p) Supply record as defined in Qualification Criteria. q) Bidder/JV has to attach "Certificate of Quality and Standards" on its letter head that offered material shall be strictly as per WAPDA/NTDC relevant specifications/standards (amended

		<p>to date).</p> <p>r) An undertaking that the bidder has read and accepted all provisions of the GEPCO Blacklisting Policy/Mechanism, and will provide a Non-Blacklisting Certificate affirming that, as of the tender opening date, the bidder's name is not included in the list of blacklisted firms available on the PPRA website.</p> <p>s) Integrity Pact.</p> <p>t) Last Three (03) year Audited Financial Statements and documents to ascertain the financial health of bidder. Average Annual Turnover for the last 03 years is required as mentioned above in the Tender Notice.</p> <p>u) Original Bid Security/Bank Security as per bidding document requirement.</p> <p>v) Any other document required in the BDS.</p> <p>w) Information regarding beneficial owner(s) on Annex-I as per PPRA SRO 592. The aim is to identify the case(s) where such owner(s) / Beneficiary (s) have other firms with different names registered as General Order Suppliers with DISCOs/ NTDC/ WAPDA or any procuring agency, who are consistently non-performing (Non-delivery of material, non-submission of Performance Guarantees, Bid Guarantees, non-execution of contract agreements etc.)</p>
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	11.2	<p>Where a sample(s) is required by a procuring agency, the sample shall be:</p> <p>(a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;</p> <p>(b) carriage paid;</p> <p>(c) received on, or before, the closing time and date for the submission of bids; and</p> <p>(d) evaluated to determine compliance with all characteristics listed in the BDS.</p>
	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	<p>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.</p>
	11.5	<p>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.</p>

	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by GEPCO till thirty (30) days from the date of award of contract/Purchase Order or exhaust of all the grievance forums (including those pending at Authority's (PPRA) Level or in some Court of Law).
11 (a). Bids liable to rejection	11 (a.1)	<p>Bids are liable to be rejected and declared as rejected/non-responsive forthwith if:</p> <ol style="list-style-type: none"> 1. The bidder does not electronically submit the required documents. 2. Document(s) of Bid Security in Original must be furnished to the office of the Procuring Agency before the Bid-Opening Deadline as mentioned above in the Tender Notice. 3. Alternate proposal is submitted with the bid. 4. The bid is submitted on other than the prescribed form or is incomplete. 5. The bid is illegible in any material, part or contains alteration, additions, deletions, erasers or other irregularities. 6. Not accompanied with a Bid Guarantee or with insufficient/less/short validity or un-acceptable Tender/Bid Guarantee or on format other than provided in the bidding document or not comply with <u>ITB 18.1, 18.3 to 18.9</u> or amendment in Bid Guarantee or submitted Bid Guarantee is from Banks other than mentioned in bidding document. 7. Supply record (copies of contract) is not provided with the bid to ascertain the qualification criteria as mentioned in part-I- ITB of the bidding document. 8. The offer is not accompanied with schedule of Technical Data & drawings of offered equipment and not accompanied with signed schedule of deviation (if any) duly filled in. 9. Offer letter/Form of Bid as provided in the bidding document is not attached with the bid or the same is not duly signed and stamped or filled by the bidder. <p>Last Three (03) year Audited Financial statements and documents are not attached with the bid as required in bidding document and firm does not meet the Average Annual Turnover requirement of tender.</p> <ol style="list-style-type: none"> 10. Bid not accompanying with an Undertaking stating that the Bidder is not black listed/debarred by NTDC/WAPDA/DISCOs/PPMC/any Government/ Public department/Donor Agencies at the time of submission of bids. The Undertaking must certify that, as on tender opening date, the bidder's name is not included in the list of Blacklisted firms available on PPRA Website. 11. Joint Venture (JV) Agreement is not attached with the bid, if firm have participated in JV. 12. If the bidder participates during bid opening as a sole entity/organization but submits the bid as part of a Joint Venture (JV). 13. Integrity Pact is not attached with the bid. 14. Valid and fresh manufacturer's authorization is not attached with the bid. 15. Fake manufacturer authorization is attached with the bid.

		<p>16. Valid and Complete Type Test Reports are not attached with the Bid.</p> <p>17. Undertaking for Quality and Standards on the bidders/JV letter head, stating that material being offered by the bidder/JV shall comply to the WAPDA/NTDC relevant Specification(s) amended to date mentioned in section V and [that] there will be no compromise on the quality of the product for whatsoever reason, is not attached with the bid.</p> <p>18. Bidder/manufacturer/JV do[es] not attach its registrations including FBR, pre-qualification/General Order Supplier etc.</p> <p>19. The bid covers only a part /portion of the required equipment instead of complete quantity mentioned in lot.</p> <p>20. Any false statement [is] made in the bid or conditional bid is submitted.</p> <p>21. Any practice/act to influence the evaluation till award of the contract.</p> <p>22. All the Forms which are mentioned in this bidding document are not filled and duly signed & stamped by the bidder.</p> <p>23. The bidder fails to respond to the post-bid clarification within ten (10) days from the issuance of clarification requisition letter, the bid shall be considered non-responsive.</p> <p>24. Undertaking is not attached on letter head of the bidder that bidder/JV complies with all the clauses, terms & conditions & literature of the entire bidding document and all attached requisite & supporting documents with the bid are genuine & authentic. GEPCO has full leverage to determine the trueness of attached documents with the bid and if any document is found false/fake, then GEPCO may initiate action against the bidder/JV as per provisions available in bidding document, GEPCO blacklisting Policy and PPRA Rules.</p> <p>25. Non-submission of Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid.</p> <p>The offered delivery period exceeds the specified delivery period by more than 60 days.</p>
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1	Pursuant to ITB 11 and 11(a) , 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 which shall be confirmed by a certificate of origin issued at the time of shipment .
	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 Goods;</p> <p>b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the</p>

		<p>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 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 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.
<i>13. Documents Establishing Eligibility and Qualification of the Bidder</i>	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 GEPCO that:</p> <p>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;</p> <p>b) The Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in Part-I <u>Qualification Criteria and Experience</u> of ITB-Section-II.</p> <p>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</p>

		<p>prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>d) the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
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	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>a) Provided that: where there is only one (substantially) responsive bidder, or</p> <p>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</p> <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> <p>a) The bidders should quote FCS price, incorporating the cost of delivery to GEPCO Warehouse Wazirabad. The FCS price shall include the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS.</p> <p>b) all applicable taxes will be payable on the goods if the Purchase Order is issued.</p> <p>c) the price of other (incidental or allied) services, if any, listed in 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> <ul style="list-style-type: none"> i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and <p>b) For Related Services</p> <ul style="list-style-type: none"> i) The price of the related services, and 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.
	15.8	The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract/Purchase Order 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	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> <ul style="list-style-type: none"> 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. 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 Pakistani Rupees, unless otherwise specified in BDS.
	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 Technical 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. [Not Applicable]

	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. [Not Applicable]
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 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, 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. 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 for the period of the extension, and in compliance with ITB 18 in all respects.
18. Bid Security	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 .
	18.2	The Bid Security 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: <ol style="list-style-type: none"> a Bank Guarantee issued by the Scheduled Banks as mentioned in the BDS in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for (30) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the BDS
	18.4	The Bid Security shall be in accordance with the Form of the Bid Security or 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 in accordance with ITB 18.1 or 18.3 herein or conditions specified in BDS shall be rejected by the Procuring Agency as non-responsive.
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17 . The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: <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	The Bid Security may be forfeited: <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 42; or ii) to furnish performance security (or guarantee) in accordance with ITB 43.
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 .
	21.2	The original 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.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	<p>Single stage – two envelope procedure: -</p> <ul style="list-style-type: none"> i The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the FINANCIAL PROPOSAL and the TECHNICAL PROPOSAL; ii the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion; iii the outer Envelope shall: <ul style="list-style-type: none"> a) be uploaded to PPRA EPADS Portal designated for GEPCO Tenders b) bear the contract name, description of material and date of opening of Bid and the statement “DO NOT OPEN BEFORE [date]”. <p><i>Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36-b of PPR-2004.</i></p>
	22.2	<p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> a) The bid shall be submitted electronically through the PPRA EPADS portal, in the form specified in ITB Clause 22.1 or the BDS and; b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids 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	<p>If all envelopes are not sealed and marked as required by ITB 22.2, 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 deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.</p>

25. Withdrawal of Bids	25.1	<p>A Bidder may withdraw its Bid after it has been electronically submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for electronic submission of Bids.</p>
	25.2	<p>Revised bid may be electronically submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22.</p>

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids	26.1	The Procuring Agency will open all Bids electronically, 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 and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee. (Not Applicable)
	26.6	In case of <u>Single - Stage Two Envelope Procedure</u> , the Procuring Agency will open the Technical Proposals electronically at PPRA EPADS portal on 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 encrypted and will be held in custody of the Procuring Agency until the specified time of their opening. (Applicable)

	26.7	The envelopes holding the Technical & Financial 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 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.
	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.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of <u>Single Stage Two Envelop</u> Bidding Procedure, after the evaluation and approval of technical proposal, the procuring agency, shall at a time within the bid validity period, electronically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned encrypted to the respective bidders, 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	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. 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; 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 issuance of Purchase Order, 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 contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

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; or 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 specified under ITB 11, 12 and 13 have been provided in the Bid. If any of the information related to these documents is missing, then during evaluation, the Evaluation Committee/Purchaser, at its discretion may inquire bidder(s) to provide the missing information or clarity regarding the submitted document (if required) in writing through post bid clarification, and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.</p> <p>However, if the bidder(s) fail to provide the required information or clarification, or if the response is not in accordance with the Instructions to Bidders, the bid shall be considered as non-responsive.</p>
29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</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) <i>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.</i>
	29.5	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.
	29.6	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.
	29.7	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.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	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 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	<p>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 in accordance with ITB 18.9.</p>
32. Conversion to Single Currency	32.1	<p>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 Technical bids specified above in the Tender Notice, as notified by the State Bank of Pakistan on that day.</p>
	32.2	<p>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.</p>
33. Evaluation and Comparison of Bids	33.1	<p>The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 herein.</p>
	33.2	<p>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.</p>
	33.3	<p>a) The Purchaser will evaluate and compare only the Bids, previously determined to be substantially responsive pursuant to ITB 29 herein. Evaluation and comparison of bids</p>

	<p>will be lot-wise (if material is offered in Lots). Bids not covering the entire equipment included in the item shall be considered non-responsive and not considered for further comparison.</p> <p>b) Bids that do not fulfill the technical specifications laid down therein shall be considered as Non-responsive.</p> <p>c) The Purchaser's evaluation of a bid will exclude and not take into account, the sales and other Similar taxes which will be payable on the Goods if a Contract is awarded to the bidder.</p> <p>d) The comparison of bids shall be made with respect to prices quoted on FCS basis in Pakistan including all duties and taxes levied on the components and raw materials used in the manufacturing of the offered goods offered on FCS (except the sales tax). Further, price preference to goods offered on FCS basis in Pakistan may be considered as and if applicable/allowed in accordance with the prevailing directives of the Govt. of Pakistan. FCS Price will be considered as landed cost. In order to claim price preference as per SRO-827(1)/2001 issued by Govt. of Pakistan, Ministry of Commerce, Islamabad dated: 3rd December, 2001, the following documents are required while submitting the Bid.</p> <ul style="list-style-type: none"> i. Detail of percentage value addition through indigenous manufacturing along with list of foreign and local components for manufacturing with complete back price for each component etc. ii. Verifiable import documents (with documentary proof) iii. Proof of price preference already given by any DISCO/NTDC. <p>Note: GEPCO reserves the right to physically verify the value addition, if required.</p> <p>e) Comparison of bids will be between main bids only. Where alternative bids are submitted, the alternative will be considered only in that instance where the alternative bid is submitted by the lowest evaluated responsive bidder.</p> <p>f) The Purchaser's evaluation of a bid will take into account in addition to the bid, the following factors, in the manner and to the extent indicated herein and in the Technical Specifications:</p> <ul style="list-style-type: none"> i. Deviations in payment schedule from that specified in SCC clause 18. For bids offering alternate payment schedule, the interest calculate @ 14% per annum will be added to the bid price. ii. Delivery schedule offered in the bid. Bids, offering delivery later than the schedule given by the Purchaser, shall be adjusted in evaluation by adding to the bid price an amount of 0.05% of the FCS prices of the goods per day of late delivery for a maximum period of 60 days. iii. Any loading required as per provisions of the relevant technical specification of the equipment/material.
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	33.4	In comparison of evaluated bids, Purchaser will grant a margin of preference to goods manufactured in Pakistan as per SRO 827 (amended to date)
34. Domestic Preference	34.1	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.
35. Determination of Most Advantageous Bid	35.1	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. [Not Applicable]
	35.2	<p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <ul style="list-style-type: none"> i. 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 ii. 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 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. [Applicable]</p>
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 (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>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, in particular the bidder's contract work in hand, future commitments and current litigation. 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</p>

		Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	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.

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. Public Procurement Regulatory Authority) 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/Letter of Acceptance	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 Notification of Award/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/Letter of Acceptance 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 and will discharge the Bid Security of the Bidders pursuant to ITB 18.7 .
42. Signing of Contract	42.1	Promptly after Notification of Award/Letter of Acceptance, 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	After formal signing of a contract, 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 Notification of Award/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 Notification of Award/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.

43(a). Forfeiture of Security Bond/Performance Guarantee	43(a).1	<p>The contracting officer of Procuring Agency will have the right to forfeit the Security bond/Performance Guarantee.</p> <p>(A) If the Contractor:-</p> <ul style="list-style-type: none"> i. Fails to supply the goods within the time specified. ii. Commits any breach of contract. iii. Fails to account for the import license issued on account of the purchaser. iv. Fails to account for the raw material secured by the contractor against any License or permit issued on account of the contracting officer. v. Fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of the contract. <p>(B) For other reasons specified in the Purchase Order/ LOA by the contracting officer of Procuring Agency for forfeiting the security deposit.</p> <p>If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reasons, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favour of any other unit of WAPDA/PPMC/DISCOs/GENCOs/NTDC, or from any money due to the contractor from any unit of WAPDA/PPMC/DISCOs/GENCOs/NTDC.</p>
44. Advance Payment	44.1	The advance payment will not be provided.
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.

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.
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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	<p>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:</p> <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 Bid Security;
	<p>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.</p>
	<p>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</p>
	<p>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.</p>
	<p>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</p>
	<p>or direct issuance of a notice to the bidder or contractor for personal hearing.</p>
	<p>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.</p>
	<p>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.</p>

	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.

I. QUALIFICATION CRITERIA AND EXPERIENCE

50. General Performance of the bidder or Manufacturers	50.1	In case, bidder or its offered manufacturer after submission of bid or after award of Letter of Acceptance /Purchase Order do not comply with the clauses of tender document/ Letter of Acceptance /Purchase Order, this office will proceed in accordance with Rule 19 of the Public Procurement Rules 2004 (Revised) to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Goods.
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<p>51. General Experience</p>	<p>51.1</p>	<p>a) The bidder (in case bidder is manufacturer) should have at least five (05) years' experience of manufacturing and Three (03) years' satisfactory operational service of the offered equipment. Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non- responsive.</p> <p>b) The bidder (in case bidder is not manufacturer) should be registered/pre-qualified with DISCOs/NTDC/WAPDA/ GENCOS/PPMC. However, the manufacturer in this case should have 05 years' experience of manufacturing and 03 years' satisfactory operational service of the offered equipment. Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non-responsive.</p> <p>c) For JV, the leading partner of JV (in case leading partner is manufacturer) should have at least 05 years' experience of manufacturing and 03 years' satisfactory operational service of the offered equipment.</p> <ol style="list-style-type: none"> The other partner/member of JV (in case other partner is not manufacturer) should be registered/pre-qualified with DISCOs/NTDC/WAPDA/ GENCOS/PPMC. Or the other partner/member of JV (in case other partner is manufacturer) should have at least five (05) years' experience of manufacturing and Three (03) years' satisfactory operational service of the offered equipment. <p>Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non-responsive.</p> <p>d) For JV, the leading partner of JV (in case leading partner is not manufacturer) should be registered/pre-qualified with DISCOs/NTDC/WAPDA/ GENCOS/PPMC and its manufacturer should have 05 years' experience of manufacturing and 03 years' satisfactory operational service of the offered equipment.</p> <ol style="list-style-type: none"> The other partner/member of JV (in case other partner is not manufacturer) should be registered/pre-qualified with DISCOs/NTDC/WAPDA/ GENCOS/PPMC. Or the other partner/member of JV (in case other partner is manufacturer) should have at least five (05) years' experience of manufacturing and Three (03) years' satisfactory operational service of the offered equipment. <p>Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non-responsive.</p>
<p>52. Operational Certificate & Supply Record</p>	<p>52.1</p>	<p>Schedule of qualifications duly filled in should be submitted with the Technical bid and extra sheets may be used to furnish qualifications, experience and supply record (year wise) of the manufacturer for the offered equipment indicating addresses/contract numbers of the Purchasers/Procuring Agency/clients and Performance certificates of satisfactory operation. Non-submission of said</p>

		documents/certificates shall render the bid non-responsive.
53. Manufacturer Authorization	53.1	<p>The bidders, who are not manufacturers themselves, shall furnish an Authorization from the concerned Manufacturer to submit a bid for supply of their goods in Pakistan against this tender.</p>
54. Financial Criteria	54.1	<p>Financial position of the bidder /manufacturer/JV shall be assessed during Technical Evaluation of bids.</p> <p>1. Financial Statements</p> <p>The Bidder, or each partner in the case of a Joint Venture, shall demonstrate sound financial standing by submitting, as part of the Technical Bid, audited financial statements for the last three (03) fiscal years, including the balance sheet, income statement, and cash flow statement, all duly certified by a registered external auditor. The Auditor's Reports shall be in line with the Sales Tax Returns filed with the Federal Board of Revenue (FBR). The Bidder, or each JV partner, shall also provide Income Tax Returns of FBR for the same period. The net worth of the Bidder, or of each partner in the JV, calculated as total assets minus total liabilities, must be positive for each of the last three (3) years. All required financial documents must be submitted in the prescribed forms provided in the Tender Document, duly signed and stamped; failure to comply with these requirements shall render the bid non-responsive.</p> <p>Reports on Financial Standing of the Bidder/Manufacturer (or of each party to a Joint Venture) such as balance sheet inter-alia, Assets and Liabilities certified by an Auditor's Report for the last three years should be submitted with the Technical Bid. The Auditors' Report must be in line with FBR Sales Tax Return. The bidder should have sufficient financial resources to meet the total cash flow demand of Purchase Order/Contract and verifiable data/documents must be provided along with Technical bid. In this regard, bidder is required to provide information on their manufacturing capacity and details (name of Procuring Agency, description of material, amount of contract(s), expected date of delivery/completion etc.,) of in-hand/on-going/pipeline tenders and expected tenders. However, if bidder conceals any information/facts and fail to provide any related information/facts, then the bid is liable to be rejected. All financial documents/statements must be duly signed & stamped by bidder and Chartered Accountant.</p> <p>Average Annual Turnover (AATO)</p> <p>To be awarded a Purchase Order/Contract for this tender, the bidder/manufacturer must have an Average Annual Turnover (AATO) during the last three (03) years equal to or more than the amount specified in the "Invitation for Bids."</p> <p>In the case of a Joint Venture (JV), the lead partner shall possess not less than fifty percent (50%) of the required AATO, while</p>

		the remaining percentage shall be met by the second JV partner, such that the aggregate AATO of the JV meets or exceeds the specified amount. Non-submission of said documents shall render the bid non-responsive. In this context, the bidder(s) is required to fill in the relevant forms given in this tender document and submit the same with the bid.
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J. PURCHASER RIGHTS

55. Purchaser Right to change/ cancel the tender	55.1	<p>a) The invitation to tender is without engagement and the Purchaser/Procuring Agency before placing the order reserves the rights:</p> <ul style="list-style-type: none"> i. To scrap the tender. ii. To increase the quantity up to 15% of the total value of original contract/Purchase Order. iii. To delete any item. iv. To place order on more than one supplier. v. To vary the quantities of spares to be ordered in view of existing stocks of the spares of the same make and type. <p>b) The Purchaser/Procuring Agency shall have the right to increase the quantity of material/equipment indicated in the contract/ Purchase Order during the Currency of the contract (As per PPRA Rules) provided that the cost of additional material/equipment does not exceed by an amount of 15% of the total value of original contract/Purchase Order as per PPRA Rule.</p>
56. Order of Preference	56.1	<p>In case of any discrepancy, applicable preferences of clauses are as under:</p> <ol style="list-style-type: none"> 1. Clauses of Contract/Purchase Order. 2. Clause of Letter of Acceptance/Notification of Award. 3. Clauses of Special Conditions of the bidding document 4. Clauses of Bidding Data Sheet mentioned in bidding document. 5. Clauses of Instructions to Bidders (ITBs). 6. Clauses of General Conditions of the bidding document. <p>Note: This preference order clause supersedes any other clause(s) whatsoever mentioned in this tender document.</p>
57. Letter of Credit between Bidder and its Manufacturer	57.1	The bidder is entirely responsible for successful opening of irrevocable Letter of Credit (LC) between Bidder and its Manufacturer. In this regard, no liability shall fall towards the Purchaser/ Procuring agency.
	57.2	Procuring Agency reserves the right to ask following information from the bidder: Detail of import items, amount of transaction of LC, name and date of application to concerned bank for LC opening, date of case submission to SBP by concerned bank or any other information/document deemed necessary. Bidder is responsible to provide this information as & when required by the

		Procuring Agency.
58. Responsibility for Executing the Contract	58.1	Bidder is entirely responsible for the successful execution of the Contract in all respects and in accordance with the terms and conditions as specified in the Contract/Purchase Order including the price and delivery Schedules.
59. Delivery Period	59.1	<p>The delivery of materials on an FCS basis shall be completed within the period stipulated above in the tender notice as well as in schedule of Delivery, such period to be calculated from the date of issuance of the Purchase Order. Delivery period of stores is essence of the contract and delivery must be completed not later than the date(s) specified subject to the following conditions:</p> <p>(a) <u>For Local Manufactured Material</u> 'Delivery Date' shall mean either the first day of inspection, or the fifteenth day from the date of the inspection call, whichever is earlier. The said Delivery Date shall be deemed the date of delivery of stores at GEPCO Warehouse, Wazirabad, provided that the goods accepted for supply have been delivered within twenty (20) days from the issuance of the Inspection Certificate subject to the condition that supplier/manufacturer offers the material for inspection at least fifteen (15) days prior to the due date, and that such offer has not been rejected on account of fake inspection call or non-conformity of the material with the prescribed specifications.</p> <p>(b) <u>For Foreign Manufactured Material</u> 'Delivery Date' shall mean either the first day of inspection, or the fifteenth day from the date of the inspection call, whichever is earlier. The said Delivery Date shall be deemed the date of delivery of stores at GEPCO Warehouse, Wazirabad, provided that the goods accepted for supply have been delivered within sixty (60) days from the issuance of the Inspection Certificate subject to the condition that supplier/manufacturer offers the material for inspection at least thirty (30) days prior to the due date, and that such offer has not been rejected on account of fake inspection call or non-conformity of the material with the prescribed specifications.</p>

60. Quality Control, Inspection & Tests	60.1	<p>To ensure the manufacture of Goods to be in conformity with Contract requirements, the Supplier shall institute and follow regular procedures for quality assurance during manufacture. The Supplier shall maintain an independent quality control department which shall be responsible for enforcing the quality assurance program.</p> <p>Upon Award of the Contract, the Supplier and the GEPCO Engineer(s) shall establish mutually acceptable quality control and inspection procedure.</p>
	60.2	<p>The Engineer(s) may require to witness any or all the tests during manufacturing. For such purpose, the Supplier shall provide free access at all times during manufacture, assembly and testing to the premises in which the work is being carried out.</p>
	60.3	<p>The finished goods shall be subjected to the sample and Type Tests/ Routine Tests as described in the Specifications.</p>
	60.4	<p>Inspection of material will be carried out at manufacturer works or, if needed by the requirements of the tests, at any other lab/site by the authorized representatives of the Procuring Agency. A notice of at least 15 days (for Local) and 30 days (for Foreign) prior to 'Delivery Date' in writing shall have to be given to the Procuring Agency by the bidder when the goods against the order are ready for inspection for witnessing such tests with date, time & place at the following address:</p>
		<p><i>Gujranwala Electric Power Company (GEPCO)</i> <i>Office of the Chief Engineer (Development)</i> <i>Project Management Unit (PMU)</i> <i>GEPCO Plaza (2nd Floor), Opposite Saddar Police Station,</i> <i>Beside Camping Ground, G.T. Road, Gujranwala.</i></p> <p>All reasonable facilities as provided in the Specifications or followed by the Industry or Trade in general shall have to be afforded to the inspecting officer(s), by bidder at the bidder's expense for carrying out inspection.</p>
	60.5	<p>The cost of performing as well as witnessing any tests by the inspector during pre-shipment foreign inspection shall be borne by the supplier if such tests are clearly intended by or provided for in the specifications, schedule of prices or as agreed between Purchaser and the supplier. Witnessing of the tests will cover the expenses of <u>Two inspectors from GEPCO</u> including return air ticket from Lahore, Pakistan to the place or places of inspections, boarding & lodging in any A class accommodation, local transportation and daily allowance of 200 US\$ to meet other expenses. In addition, all expenses regarding visa, stamping (visa fee, first class traveling, A class accommodation etc.) of the nominated inspector(s) shall be borne by the bidder.</p> <p>For local inspection, the bidder will provide all reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to Two Inspecting Officers from GEPCO by bidder at bidder's expense for carrying out inspection including travel expenses (return air tickets for places of inspection located out of Lahore), local transportation, boarding/lodging in any A class accommodation, daily allowance of</p>

		<u>Rs.25,000/-</u> to meet other expenses and amount making 0.5% of the total value of the Purchase Order (Excluding Sales Tax) will be deposited as inspection Fee in name of Chief Executive Officer GEPCO. (order of authority)
	60.6	In case the goods fail to withstand any test, the cost of repeating such test and the cost of witnessing such test by the inspector shall be borne by the Supplier and the equipment released or modified to the satisfaction of the Purchaser without any additional cost to the Purchaser.
	60.7	Any inspection and/or witnessing of Tests or the waiving of such tests and/or surveillance by the Engineers/Inspectors shall not relieve the Supplier of its obligations and responsibilities under the Contract/Purchase Order regardless of any approval or consent given by the Engineers and / or Inspectors.
	60.8	If any inspected or tested good(s) fail to conform to the specifications, the purchaser may reject the goods, and the Firm shall either replace or make necessary alterations to meet specification requirement(s) without any additional cost to the Purchaser.
	60.9	The Inspecting Officer may, at his discretion, reject any part or the entire consignment if, upon inspection, it is found to be below the specifications stated in the Letter of Acceptance/Purchase Order. The decision of the Inspecting Officer shall be binding on the Firm.
	60.10	If the stores are rejected, the Firm may replace them without prejudice to the Purchaser's rights; however, such resubmission shall not extend the delivery period.
	60.11	On final rejection, the purchaser shall have the following rights: <ol style="list-style-type: none"> 1. To purchase the material against the rejected goods at bidder's cost and expense. 2. To terminate the contract and recover from the Firm, the loss, incurred by GEPCO. In case, the rejection exceeds 20% of the Contracted quantity or volume, the additional fee payable to GEPCO's Inspection Agents will be recovered from the Firm.
	60.12	Two copies of all the inspection and Tests Reports and certificates including those for quality control shall be supplied to the Procuring Agency. The reports and certificates of such tests as have been witnessed shall be countersigned by the Engineer(s) and/or inspector(s).
61. Test Certificate	61.1	Manufacturer's test certificate in triplicate, confirming that the goods offered conform to specification laid down in the Contract, will be enclosed in each consignment.

62. Fake or Fraudulent Inspection Call	62.1	<p>In the event that a bidder is found to have initiated a fake or fraudulent inspection call, as confirmed by the GEPCO nominated Inspectors/Engineers, with the intent to misrepresent the readiness of goods and thereby evade the imposition of Liquidated Damages (LD), such act shall constitute a material breach of contract. Upon such confirmation, the supplier shall be afforded a one-time opportunity to submit a valid inspection call, provided it shall be submitted at least fifteen (15) days prior to the expiry of the delivery period for local material, and thirty (30) days prior to the expiry of the delivery period for foreign material. No second opportunity shall be granted under any circumstances whatsoever.</p> <p>In case the valid inspection call is submitted after the last permissible day (i.e., 15 days prior to expiry of delivery period for local material or 30 days prior to expiry of delivery period for foreign material) pursuant to the one-time opportunity, the bidder shall be deemed to have failed to meet the contractual delivery timeline. Accordingly, LD shall be imposed from the original due date.</p> <p>In the event that, under the one-time opportunity, the bidder is again found to have submitted a fake or fraudulent inspection call instead of valid inspection call, as confirmed by the GEPCO-nominated Inspectors/Engineers, such repeated misconduct shall constitute a willful and deliberate breach of contract. Accordingly, the Procuring Agency shall reserve the right to initiate strict punitive actions, including but not limited to forfeiture of Performance Security along with Cancellation of the Purchase Order, termination of the contract for default, and blacklisting of the firm in accordance with the GEPCO Blacklisting Policy, without any further notice or opportunity.</p>
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TENDER CONDITIONS

Add all in SCC

SECTION-III

BID DATA

SHEET

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 / Purchaser: <i>Chief Engineer (Development) GEPCO, Gujranwala.</i></p> <p>The subject of procurement is: Procurement of STG material for FY 2025-26 Period for delivery of Goods: As per delivery Schedule Commencement date for delivery of Goods: For FCS delivery, the delivery period shall start from the date of the issuance of Purchase Order.</p>
2	2.1	<p>Financial year for the operations of the Procuring Agency: 2025-26 Name of financing institution: <i>Gujranwala Electric Power Company, (GEPCO).</i></p>
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: 02 (Two)
4.	4.1	Ineligible countries include all those countries with whom Islamic Republic of Pakistan does not have commercial relations.
	4.5	Demonstration of authorization by manufacturer: Required (where bidder is not manufacturer).

B. Bidding Documents

5.	7.2	The number of documents to be completed and returned is: <u>One original to be uploaded on PPRA EPADS Portal</u>
6.	8.1	<p>The address for clarification of Bidding Documents is: Gujranwala Electric Power Company (GEPCO) Office of the Chief Engineer (Development) Project Management Unit (PMU), GEPCO Plaza (2nd Floor), Opposite Saddar Police Station, Beside Camping Ground, G.T. Road, Gujranwala.</p> <p><i>Note: Any request for clarification(s) must be submitted in writing by the interested bidder no later than five (5) working days prior to the bid opening date. Requests received after this deadline shall not be entertained.</i></p>

	8.5	Pre-bid meeting will be held on the request of bidder(s) at the following venue. Gujranwala Electric Power Company (GEPCO) Office of the Chief Engineer (Development) Project Management Unit (PMU) GEPCO Plaza (2nd Floor), Opposite Saddar Police Station, Beside Camping Ground, G.T. Road, Gujranwala.
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C. Preparation of Bids

7.	10.1	The Language of all correspondences and documents related to the Bid is: English
8.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: Samples are not required
9.	11.1 (w)	In addition to the documents stated in ITB 11 , the following documents must be included with the Bid: All documents mentioned in the bidding document including technical, contractual, commercial & financial etc.
10.	11.2 (d)	Characteristics: N/A
11.	12.4	List of Spare parts in offered material shall be provided invariably by bidder as per WAPDA/NTDC (amended to date) specifications or mentioned in the scope/specification of material with the bid.
12.	13.3 (b)	The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: <u>It is mandatory for bidder (s) to establish experience, qualification and evaluation criteria as mentioned in Part-I of ITB (Section-II) of this bidding document. In case bidder/manufacturer fails to fulfill the criteria, its bid will be declared Non-responsive.</u>
13.	15.6	For goods manufactured from within Pakistan, the price shall be quoted in PKR on FCS basis as given in the price Schedule.
14.	15.7	For goods offered from abroad, the price shall be quoted in PKR or as given in the price Schedule. The Incoterms edition is: Incoterms 2020
15.	15.9	The prices shall be firm (fixed) and final and shall not be escalated for any reason whatsoever.

16.	16.1 (a) & (b)	<p>a) For goods and related services originating in Pakistan, the currency of the Bid shall be Pakistani Rupees (PKR);</p> <p>b) For goods and related services originating outside Pakistan, the currency of the Bid shall be Pakistani Rupees (PKR) or as mentioned in the Price Schedule.</p>
17.	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 Technical bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
18.	17.1	Bids shall remain valid for 150 days from the date of Opening of Technical Bids. A bid valid for a shorter period will be rejected as non-responsive. The bidder must mention in the covering letter of its bid that the offer is valid for 150 days and that the Bid Security remains valid for 180 days from the date of bid opening; otherwise, it will be considered that offer is not valid as required.
19.	18.1	<p>The amount of Bid Security is as mentioned above in Tender Notice, <i>"Invitation for Bids"</i>, valid for 180 days from the date of Technical bid opening.</p> <p>The currency of the Bid Security shall be PKR only.</p> <ol style="list-style-type: none"> 1. Lesser Bid Security amount or shorter validity of bid security will lead to rejection of bid. 2. Bid Securing Declaration "Not Applicable" 3. Bid security of JV should be in name of JV, failure to provide Bid security will lead to rejection of bid. 4. The Bid Security not enclosed in the Technical Bid will lead to rejection of bid.
20.	18.3	Bid must accompany Bid Guarantee/ Bid Security of the amount mentioned above in the Tender Notice "Invitation for Bids", valid for 180 days from the tender opening date in the form of CDR, Pay Order, certified cheque, cashier's cheque, bank draft, Banker Cheque or Bank Guarantee issued by any Scheduled Bank of Pakistan on prescribed Proforma (attached herein) along-with Sales Tax Registration Certificate. In case of a foreign bank, it must be counter-guaranteed by any scheduled bank of Pakistan or issued by a foreign bank operating in Pakistan and registered with the State Bank of Pakistan. The Bid Security shall be enclosed in the Technical Bid/Proposal. Documents in original establishing Bid Validity and Bid Guarantee shall be submitted in an envelope clearly marked with the tender No. & Title before the e-bid submission deadline in the office of the Chief Engineer (Dev.) PMU GEPCO, failing which the bid shall be declared non-

		<p>responsive; copy of the same shall be attached with Technical Proposal of the e-Bid.</p> <p>The Bid Security shall be furnished on a non-judicial stamp paper of value Rs. 1200/- . In case of any amendment, the revised security must also be submitted on stamp paper of the same value.</p> <p>The Bid Security is required against risk of bidder's conduct that would warrant the security's forfeiture, pursuant to:</p> <ul style="list-style-type: none"> a) Withdrawal of the bid during the bid validity period. b) In case of a successful bidder's failure to: <ul style="list-style-type: none"> i. Sign the Contract as per Clause ITB 41. ii. Furnish the Performance Security in accordance with Clause ITB 42. <p>The Bid Security, in any acceptable form, shall be issued in favor of Chief Executive Officer GEPCO or Chief Engineer (Dev.), PMU GEPCO, and must be valid for 30 days beyond the bid validity period (i.e., 180 days from the date of bid opening).</p>
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21.	19.1	Alternative Bids: Not allowed
22.	21.1	The number of copies of the Bid to be completed and returned shall be: <i>One original of the bid be uploaded on the PPRA EPADS Portal; a signed hard-copy of the same be submitted for office record.</i>
23.	21.2	Written confirmation of authorization are: <i>Name of Authorized person, Designation, Company name, CNIC Number, employee code (if any).</i>

D. Submission of Bids

24.	22.2 (a)	Bid shall be submitted to: be uploaded to PPRA EPADS Portal designated for GEPCO Tenders.
25.	22.2 (b)	Title of the subject Procurement or Project name: Procurement of : <i>As per Invitation for Bids</i> ITB title and No: <i>As per Invitation for Bids</i> Time and date for submission: <i>As per Invitation for Bids</i>
26.	23.1	The deadline for Bid submission is: <i>As per Invitation for Bids</i>

E. Opening and Evaluation of Bids

27.	26.1	<p>The Bid opening shall take place at:</p> <p><u>Address:</u></p> <p><i>Gujranwala Electric Power Company (GEPCO)</i> <i>Office of the Chief Engineer (Development)</i> <i>Project Management Unit (PMU)</i> <i>GEPCO Plaza (2nd Floor), Opposite Saddar Police Station,</i> <i>Beside Camping Ground, G.T. Road, Gujranwala.</i></p>
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28.	32.2	<p>The currency for conversion for all Bid prices expressed in various currencies into a single currency for the purpose of Bid evaluation and comparison is: Pak Rupee</p> <p>The source of exchange rate shall be: State Bank of Pakistan</p> <p>The date of exchange rate shall be: Date of Technical Bid Opening</p>
29.	34.1	<p>Domestic preference to apply.</p> <p>Preference to domestic or national suppliers or contractors shall be given in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority. In evaluation of competitive bids, Purchaser will grant a margin of preference to goods manufactured in Pakistan as per SRO 827.</p>

F. Award of Contract

30.	40.1	<p>The purchaser will have the right to Increase the quantity of material/equipment indicated in the contract/Purchase Order during the currency of the contract (last date of delivery of material or completion of supply) provided that the cost of additional material/equipment does not exceed by an amount of 15% of the total value of original contract.</p>
31.	43.1 & 43.2	<ul style="list-style-type: none"> • The Performance Security, equal to 10% of the contract value, shall be furnished by the successful bidder upon acceptance of the Notification of Award/Letter of Acceptance, and must be submitted within 28 days prior to issuance of Purchase Order. <p style="text-align: center;"><i>In case of non-submission of Performance Security within 28 days from the issuance of Notification of Award/Letter of Acceptance, the bid security shall be forfeited.</i></p> • The performance security must remain valid up to 24 months after completion of FCS delivery and shall be prepared on Performa appended in "Standard Forms". • The Performance Guarantee shall be submitted in the form of Bank Guarantee from any Scheduled Bank of Pakistan or Foreign Banks operating in Pakistan duly registered with SBP and must be furnished on non-judicial stamp paper having minimum value Rs. 1200/-.
32.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

E. Opening and Evaluation of Bids

33	36.1	<ol style="list-style-type: none"> 1. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the selected Bidder, having submitted the lowest evaluated responsive bid, is qualified enough to satisfactorily perform the contract. 2. The determination will take into account the bidder's financial, technical and production capabilities, particularly the bidder's contract work in hand, future commitments and current litigation.
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		<p>It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.</p> <p>3. 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 Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.</p> <p>4. The capabilities of the vendors and subcontractors proposed in the bid to be used by the lowest evaluated Bidder will also be evaluated for acceptability. Their participation should be confirmed with a Letter of Acceptance between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.</p>
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G. Review of Procurement Decisions

34.	48	<p>The address of the Procuring Agency:</p> <p><i>Gujranwala Electric Power Company (GEPCO) Office of the Chief Engineer (Development) Project Management Unit (PMU) GEPCO Plaza (2nd Floor), Opposite Saddar Police Station, Beside Camping Ground, G.T. Road, Gujranwala.</i></p>
	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 Appellate for Grievance is Rs.500,000/- having bid value Up to 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 Grievance.</i></p>

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 ineligible to participate in the procurement process:

1. India
2. Israel

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

SPECIFICATIONS- TECHNICAL PROVISIONS

1. GENERAL

- 1.1 All design, equipment, material and workmanship shall comply with and be tested in accordance with requirements of the specifications. Equipment or parts which are not covered by the specifications shall comply with rules, codes and regulations of the international electro-technical commission or approved National Standards bodies.
- 1.2 The general intent of these specifications is to require the supply of equipment and material equal or superior to those actually described herein. Unless otherwise stated, reference to the brand or manufacturer, if made, is only for the sake of comparison as to type, design, character or quality of the equipment and material desired and shall not be interpreted as eliminating other equipment and material having equal performance, quality and durability.

2. SPECIFICATIONS AND DRAWINGS

- 2.1 The contract shall be executed in strict conformity with the specifications and/or drawing given or mentioned in this section and the supplier do no 'work' without proper specification, instructions and/or drawings.
- 2.2 Specifications and/or drawings are intended to complement each other so that if anything is shown on the drawings as required but not mentioned in the specifications or vice versa, it shall be of like effect as if shown or mentioned in both. If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or, if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Procuring Agency whose written explanation and/or clarification shall be obtained before proceeding with the work.
- 2.3 The supplier shall submit to Procuring Agency/ Purchaser, within 15 days of the issuance of the Notification of Award/Letter of Acceptance, for approval of the Procuring Agency, four (4) copies of all drawings, technical literature, data, operation and maintenance instruction books and/or manuals required under the specifications and such other documents as are required in the Technical Specifications or other provisions of the bidding documents or, if the Procuring Agency deems necessary, require changes or modifications to be made therein, the Procuring Agency shall return two copies to the supplier marked "Approved", "Approved as Noted" or "Returned for correction". Each drawing which is noted "Returned for Correction" shall be resubmitted to the Purchaser after corrections.
- 2.4 The supplier shall then prepare and submit to the Purchaser Three (3) prints and two (2) positive reproducible(s) of the approved drawings. One print shall be stamped "APPROVED" by the Purchaser and returned to the Supplier for his record.
- 2.5. On completion of the Contract, the Supplier shall deliver to the Purchaser six (6) sets of prints and two (2) sets of positive reproducible of all approved drawings, technical literature, data which show the work in the final or "**as built**" condition. The Supplier shall deliver one (1) set of reproducible of all the drawings to the office of Chief Engineer (Dev) GEPCO. The said drawing and documents shall be permanent and non-fadable.

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

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

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

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

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

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

3. LANGUAGE

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

4. UNITS OF MEASUREMENT

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

5. TYPE TESTS

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

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

***Note:**

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

6. TECHNICAL SPECIFICATIONS

6.1 All goods/equipment/material shall conform to the technical specifications as mentioned below.

6.2 The goods and materials specified in the Technical Specifications shall comply with the standards cited therein, or with other recognized standards that ensure a quality equal to or higher than the standards specified, provided that the use of any such alternative standard shall be subject to the prior written approval of the Purchaser.

6.3 following Technical specifications are to be strictly adhered to:

Sr. No.	Item Description	Specification
1	Disc Insulators 80KN	As per WAPDA/NTDC Specifications P-8:96 (Amended to Date)

SECTION VI: STANDARD FORMS

STANDARD FORMS

- 1. Letter of Offer Technical Proposal**
- 2. Bid Security form**
- 3. Schedule of Technical Data (As per relevant specifications)**
- 4. Schedule of deviations from Technical Specifications.**
- 5. Schedule of Qualification of Bidders.**
- 6. Schedule of delivery**
- 7. Schedule of Prices for equipment / material**
- 8. Certificate / Declaration (Not indulging in illegitimate business practices)**
- 9. Letter of Offer Financial Proposal**
- 10. Average Annual Turnover for last three years**
- 11. Advance Payment Guarantee Form (Not Applicable)**
- 12. Form of Undertaking Joint Venture Partners**
- 13. Production Capacity of Manufacturer**
- 14. Pending litigation.**
- 15. Annexure-I of PPRA SRO 592**

FORM OF TECHNICAL BID

Date:

Bid for Tender No: _____

To:

Chief Engineer (Development) PMU
GEPCO, Gujranwala

Gentleman,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: NIL
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery and Completion Schedule, the Goods as stated below on

[Bidder to delete item(s) not quoted in its Bid]

- (c) We undertake that the Bid Security and requirements of the Bidding Documents are enclosed with Technical Bid.
- (d) Our Bid shall be valid for a period of _____ days from the date fixed for the bid opening deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to submit a Performance Security for the due performance of the Contract/Purchase Order.
- (f) We understand that our Bid (Technical Bid), together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

Name _____

In the capacity of _____

Signed and Stamped _____

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

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

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

Security Executed on _____

Name of Surety with Address _____
(Not other than a scheduled Bank in Pakistan)

Name of Principal (Supplier) with address _____
Penal sum of Security _____

(express in words and figures)

Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto the Gujranwala Electric Power Company "GEPCO" (hereinafter called the Purchaser) in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

WHEREAS, the GEPCO has required as a condition for considering said Bid that the Bidder deposits with the GEPCO either a certified cheque or cheques or cashier's cheque or cheques, or banker's draft or deposit WAPDA Bonds with the specified Bank equivalent to not less than _____ (_____) or in lieu thereof furnish

a Bid Security in like amount from a Scheduled Bank of Pakistan or in case of foreign bank which has been determined by the Bidder, to be acceptable to the GEPCO.

1. that the Bid Security shall remain valid for not less than Thirty (30) days beyond the validity of Bid.
2. that the Bid Security of unsuccessful Bidder will be returned by GEPCO after expiry of its validity or upon signing of the Contract.
3. that in event of failure of the successful Bidder to execute the proposed Contract for such work and furnish the required Performance Security, the entire said sum be paid immediately to the GEPCO as liquidated damages and not as penalty for the successful bidder failure to perform.

NOW THEREFORE, if the successful Supplier shall, within the period specified therefore, on the prescribed form presented to him for signatures enter into a formal contract with GEPCO in accordance with his Bid as accepted and furnish within thirty(30) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required upon the form prescribed by the GEPCO for the faithful performance and the proper fulfillment of said Contract or in the event of withdrawal of said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

WITNESS

1.

Name _____

Signature _____

Designation _____

CNIC _____

Address _____

SURETY

Signature _____

Name _____

Designation _____

CNIC _____

Address _____

Corporate Secretary (Seal)

2.

Name _____

Signature _____

Designation _____

CNIC _____

Address _____

Corporate Surety (Seal)

(Seal)

**SCHEDULE OF DEVIATIONS FROM TECHNICAL
SPECIFICATIONS GIVEN IN SECTION-V**

Note:- Attach additional sheets, if necessary.

Sr. No.	CLAUSE NO. OF TECHNICAL SPECIFICATIONS	VARIATION

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

SEAL & SIGNATURE OF BIDDER

SCHEDULE OF QUALIFICATION OF BIDDER

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

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

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

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

SEAL & SIGNATURE OF BIDDER

SCHEDULES

SCHEDULE OF DELIVERY

Sr. No.	Description of Material	Unit	Qty. Required	Country of Origin	Delivery period required [FCS]	Delivery period offered [FCS]
1	2	3	4	5	6	7
i	Disc Insulators 80KN	No.	30,000		120 Days	

Notes:

- i The delivery period shall be calculated from the date of issuance of the Purchase Order (P.O).
- ii FCS means Free Delivery at the Consignee's Store within GEPCO's jurisdiction, with all costs of transportation, loading, unloading, and all applicable duties etc. borne by the bidder.
- iii Bids covering only part of a lot shall be rejected.

SEAL & SIGNATURE OF BIDDER

SCHEDULE OF PRICES FOR EQUIPMENT/ MATERIAL					
Sr. No.	Description of Material	Unit	Qty. Required	Unit Price [FCS] without sales tax (in Rs.)	Total Price [FCS] without sales tax (in Rs.)
1	2	3	4	8	9
i	Disc Insulators 80KN	No.	30,000		
Grand Total [PKR]					
Notes:					
i	FCS means Free Delivery at the Consignee's Store within GEPCO's jurisdiction, with all costs of transportation, loading, unloading, and all applicable duties etc. borne by the bidder.				
ii	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail.				
iii	The Average Annual Turnover of the Bidder/Supplier shall be calculated based on the Grand Total of the Estimated Bid Price. If the Bidder/Supplier participates in only one lot, the Grand Total shall be equal to the Estimated Price of that lot. If the Bidder/Supplier participates in more than one lot, the Grand Total shall be the sum of the Estimated Prices of all the lots in which the Bidder/Supplier is participating.				
SEAL & SIGNATURE OF BIDDER					

CERTIFICATE/DECLARATION

REGARDING NOT INDULGING IN ILLEGITIMATE BUSINESS PRACTICES

[The Seller/Supplier and local agent] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan/WAPDA/GEPCO or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP/WAPDA/GEPCO) through any corrupt business practice.

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

[The Seller/Supplier and local agent] certify that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP/ WAPDA/GEPCO and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Not notwithstanding any rights and remedies exercised by GOP/ WAPDA/GEPCO in this regard,

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

For Seller/ Supplier

Signature_____

Name_____

Office held_____

CNIC_____

(seal)

For Local Agent

Signature_____

Name_____

Office held_____

CNIC_____

(seal)

Witnessed by_____

Name_____

Address_____

Occupation_____

CNIC_____

(seal)

Signature_____

Name_____

Address_____

Occupation_____

CNIC_____

(seal)

**(LETTER OF OFFER)
FOR FINANCIAL PROPOSAL**

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

Gentlemen:

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

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

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

a) to send the contract form duly signed provided in bidding documents, incorporating all agreements between the parties within thirty (30) days of the receipt of Letter of Acceptance of this bid.

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

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

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

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

6. As security for the due performance of the undertakings and obligations of this bid, we submit herewith a Bid Security in the amount of Pakistani Rs./US\$/Currency _____ of bidder _____ Rs./US\$/Currency of bidder _____ drawn in your favour or made payable to bidder and valid to the period of Thirty (30) days beyond the validity of bid.

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

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

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

Signature _____

Name _____

Office held _____

CNIC _____

Address _____

(Seal)

Witnessed by _____

Name _____

CNIC _____

Address _____

Occupation _____

(Seal)

Average Annual Turnover

Each Bidder must fill in this form

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

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

Signed & Stamped

ADVANCE PAYMENT GUARANTEE FORM (Not Applicable)
(Bank Guarantee)

Guarantee No._____

Dated: _____

WHEREAS the Gujranwala Electric Power Company "GEPCO" (hereinafter called the "Purchaser") has entered into a Contract for _____ (give particulars of Contract) with _____ (hereinafter called the "Supplier").

AND WHEREAS, the Purchaser has agreed to advance to the Supplier, at his request, an amount of _____ (_____) which amount shall be advanced to the Supplier, as per provisions of the Contract.

AND WHEREAS, the Purchaser has asked the Supplier to furnish guarantee for performance of his obligations under the said Contract.

AND WHEREAS, _____ (Bank) (hereinafter called the Guarantor) at the request of the supplier and in consideration of the Purchaser agreeing to make the above advance to the Supplier, has agreed to furnish the said Guarantee.

NOW THEREFORE, the Guarantor hereby guarantees that the Supplier shall use the advance for the purpose of above mentioned Work and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, it shall be liable to the Purchaser for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Purchaser shall be the sole and final judge as aforesaid, on the part of the Supplier, shall be given by the Purchaser to Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Supplier and without any objections.

As and when the said advance is adjusted against payment (s) from the running bills of the Supplier then this Guarantee shall stand reduced to the extent of such adjustment (s) in accordance with the terms of the Contract. This Guarantee shall remain in force until the advance is fully adjusted against payment from the running bills of the Supplier or until _____ whichever date is later.

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of _____. This Guarantee shall remain valid up to _____ and shall be null and void after the aforesaid date or earlier if the advance made to the Supplier is fully adjusted against payment from running bills of the Supplier provided that Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted against payments from the running bills of the Supplier.

(MANAGER)

For _____
BANK LIMITED
(OFFICER)

FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

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

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

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

AND WHEREAS Clause-51, part-I of ITB of the bidding document 'Qualification Criteria & Experience, and technical provisions forming part of the bidding documents, inter-alia, stipulates that an Undertaking of two or more qualified partners, meeting the requirements of 'Qualification & Evaluation Requirement of the Bidder', as applicable may bid, provided, the Joint Venture fulfills all other requirements of the bidding document and in such a case, the Letter of Bids (Technical & Price Bid Form) shall be signed by the Partner -In Charge so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

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

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

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

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

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

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favor of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

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

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name

Designation

(Signature of the authorized
representative)

Signature

WITNESS (Name, CNIC and Signature):

I.

II.

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

Name

Designation

Signature

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

(Signature of the authorized
representative)

WITNESS (Name, CNIC and Signature):

I.

II.

Production Capacity form for manufacturer

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

Signed & Stamped by Manufacturer

Pending Litigation

Each Bidder must fill in this form

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

Signed & Stamped

Annex-I of PPRA SRO 592

Beneficial Ownership Declaration Performa

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contacts.

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

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

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

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

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

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

[Additional page may be added if required]

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

SECTION VII:
GENERAL CONDITIONS OF THE CONTRACT

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

				For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		w)		"Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
		x)		The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
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	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Notification of award/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	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> 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 waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and 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, Copy Rights and Indemnity	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. In addition, bidder shall at all times indemnify the Purchaser against all claims which may be made in receipt of Stores for infringement of any right protected by patent. Registration of any Design. or Trade Mark and shall take all risk of accident. or damage which may

			cause a failure of the supply from whatever cause arising and take the entire responsibility for the sufficiency of the means used by bidder for the fulfillment of the Contract: PROVIDED ALWAYS that in the event of any claim in respect of alleged breach of Let1er patent. Registered Design or Trade Mark being made against the Purchaser, the Purchaser. GEPICO (WAPDA) shall notify bidder of the same and bidder shall be at liberty at their own expense to settle any dispute or to conduct any litigation that may arise there from.
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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 Notification of Award/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: <ol style="list-style-type: none"> 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 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	<p>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.</p>
		15.2	<p>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.</p>
		15.3	<p>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.</p>
16.	Related Services	16.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p>
		a)	<p>Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;</p>
		b)	<p>Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p>
		c)	<p>Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p>
		d)	<p>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</p>
		e)	<p>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.</p>

		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)	<p>In the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> 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	<p>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. Delays arising due to Force Majeure events, as detailed in SCC Clause 21, may be considered by the Procuring Agency under this Clause for possible extension of time.</p>		
		25.3	<p>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.</p>		
26.	Liquidated Damages	26.1	<p>Subject to GCC Clause 25.3, 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 27.</p>		
27.	Termination for Default	27.1	<p>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.</p>		
		27.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p>		
			a)	<p>the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any</p>	
				<p>extension thereof granted by the Procuring Agency pursuant to GCC Clause 24; or</p>	
			b)	<p>the Supplier fails to perform any other obligation(s) under the Contract;</p>	

		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:
	27.3		"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. The specific notification period and consequences of such events shall be governed by SCC Clause 22. 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 as set forth in GCC Clause 28.1 and SCC Clause 22.</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	<p>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.</p>

		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	The Procuring Agency is: Chief Engineer (Development) PMU GEPCO
2.	1.1(j)	The Supplier is: [Name and Address]
3.	1.1(q)	The title of the subject procurement or The Project is: Procurement of Secondary Transmission and Grid Station Material
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: English
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of the Islamic Republic of Pakistan
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is: As per Tender Advertisement and if the Advertisement does not specify the country, then, as per eligible countries mentioned in Section IV of the Tender Document.
Performance Security (or guarantee) (GCC 10)		
7.	10.1	<p>The amount of Performance Security (or guarantee), as a percentage of the Contract Price, shall be: 10 % of the total contract price excluding GST.</p> <p>The Performance security shall be valid for 24 months after completion of FCS Delivery to GEPCO Warehouse Wazirabad and shall be prepared on Proforma appended in "Standard Forms" in favor of Chief Executive Officer GEPCO.</p> <p>In case of non-submission of Performance Security within 28 days from the issuance of Letter of Acceptance/Notification of Award, the Bid Security submitted by the bidder shall be forfeited. Performance bond shall be furnished on non-judicial stamp paper of value Rs. 1200/-.</p>
8.	10.4	After delivery and acceptance of the Goods, 10% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.

Inspections and Tests (GCC 11)

9.	11.1	As per ITB 60 and 61 mentioned in, Part-I (Section II) of this Tender Document.
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Packing (GCC Clause 12)		
10.	12.2	<p>The following SCC shall supplement GCC Clause 12.2:</p> <p>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> <ul style="list-style-type: none"> a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. b) In case the equipment is shipped in container(s), each unit of material shall be so packed that it can be safely transported by road/rail to ultimate destination in the country without disturbing the packing of other items. c) A copy of the invoice and packing list shall be placed in each package shipped or in air carriers in case of loose cargo. In case of shipment through a container, the invoice and packing list for the entire goods in the container shall be placed therein. d) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirement, if any, and in any subsequent instructions ordered by the Purchaser.
Delivery and Documents (GCC Clause 13)		
11.	13.1 to 13.2	<p>For Goods supplied from abroad:</p> <p>Upon shipment the foreign supplier shall notify the Purchaser, Chief Resident Representative (WAPDA) 39-C, Block-6, P.E.C.H.S. Karachi, Pakistan and the Insurance Company by fax/cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of landing number and date, port of loading, date shipment, port of discharge, etc. For this purpose, the Supplier shall mail the following documents to the Purchaser and Chief Resident Representative (WAPDA) 39-C, Block-6, P.E.C.H.S. Karachi, Pakistan with a copy to the Insurance Company, in such a manner that the same are received by all concerned at least 10 days before arrival of the Goods at the port or place of arrival. The Supplier will be responsible for any consequent expenses due to late receipt of the said documents.</p> <ul style="list-style-type: none"> i. Copies of the Supplier's commercial invoice showing Goods description, quantity, unit price and total price. ii. Original and four copies of negotiable clean, on board bill of landing marked "freight prepaid" and Four copies of non-negotiable bill of landing.

		<ul style="list-style-type: none"> iii. Packing list identifying contents of each package. iv. Insurance certificate. v. Manufacturer's or supplier's warranty certificate. vi. Inspection certificate, issued by the nominated inspection agency, or the manufacturer's factory inspection report, and Manufacturer's warranty certificate. vii. Certificate of origin. <p>Timely submission of correct and complete set of negotiable documents in the Bank is necessary. Any delay, ambiguity and incomplete documents on the part of supplier can cause demurrage, which are to be recovered from the supplier.</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>
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12	13.3	For Goods from within Pakistan: For local supplier, upon submission of delivery challan duly stamped and signed by ultimate consignee, Inspection Certificate, Warranty Certificate and confirmation of receipt of Performance Security by the Purchaser. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
Insurance (GCC Clause 14)		
13.	14.1	<ul style="list-style-type: none"> a) The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. b) Insurance is the responsibility of the supplier/Manufacturer for the delivery of the material in good condition to the Consignee's Store. c) Where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.
Related Services (GCC Clause 16)		
14.	16.1	Related services to be provided are: Free training to GEPCO employees shall be provided by the bidder as & where mentioned in the bidding document.

	Spare Parts (GCC Clause 17)
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15.	17.1	<p>Additional spare parts requirements are:</p> <p>As per specifications or otherwise as per tender document.</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)	
16.	18.2	<ul style="list-style-type: none"> a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the approved Technical Data/ Design. b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. c) A warranty to the effect that the goods offered conform exactly to the specifications laid down in this tender document and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications or not in conformity with the test certificate(s), Supplier will be held responsible for all losses and that Supplier agrees to substitute the unacceptable goods with the acceptable goods at his risk and cost provided the above mentioned defects/deficiencies are noticed within 18 months from the date of installation/ commissioning or 24 months from the date of delivery of last consignment whichever is earlier. d) The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. e) Upon receipt of such Notice, the Supplier shall, within the warranty period, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. f) If having been notified, the Supplier fails to remedy the defect within the warranty period, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: To be decided by the Purchasers at the time of such happening.

Payment (GCC Clause 19)		
18.	19.1 to 19.5	<p>a) The payments due under the Purchase Order/Contract shall be made through irrevocable confirmed sight Letter of Credit OR Direct payment to be established by the Manager (CA) GEPCO Gujranwala through any Commercial Bank of Pakistan in bidder favor by providing the Bank Particulars and in case of JV, the details of the leading partner's bank account / of Joint Venture Bank Account after issuance of Purchase Order. Manager (CA) will facilitate to arrange the LC, however, the bidder(s) shall be entirely responsible for arrangement of the LC. The amount of material excluding sale tax shall be available for negotiation and encashment on the production of the following documents mentioned below. The charges of opening of L.C or any subsequent amendment thereon will be borne by bidder. The delay will be on the part of the supplier. The process shall be initiated upon the provision of following documents:</p> <ul style="list-style-type: none"> i) Bill in triplicate for 100% claim of material supplied. ii) Delivery challan and Goods Receipt Note (GRN) duly stamped and signed by the Dy: Manager Ware House GEPCO Wazirabad. iii) Warranty Certificate certifying that the goods are brand new and conform to contract specifications. If found defective or non-compliant at delivery, or within 18 months of installation/commissioning or 24 months from the last delivery (whichever is earlier), the bidder will bear all losses and replace the goods at his own cost. iv) Confirmation from the Deputy Manager/Manager (Procurement), PMU GEPCO Gujranwala regarding acceptance of the Performance Guarantee valid for 24 months from the date of GRN. v) Inspection Certificate issued by Inspection Committee. <p>In case any bill submitted by the supplier is found to be forged /doubly submitted with the aim of extracting double payment or overpayment, action will be initiated against the bidder, which may lead to debarment/blacklisting of firm as per Blacklisting policy of GEPCO.</p> <p>b) Sales Tax invoice inscribing GEPCO's registration No.25-00-2716-002-82 shall be provided at the time of delivery of equipment/material, even if zero-rated supply, as per clause 23 of the Sales Tax Act, 1990 (Amended to date). The payment of sales tax shall be made as per prevailing sales tax rate under the act at the time of supply on production of affidavit stating that sales tax has been paid through monthly sales tax return to the respective Collectorate of Sales Tax.</p>

Prices (GCC 20)		
19.	20.1	Quoted prices shall be fixed and final. No Price escalation on any ground whatsoever shall be acceptable.
Extension of Time due to Delay in Performance (GCC Clause 25)		
20	25.2	In the event of delay in execution of the Contract by the

		<p>manufacturer/supplier, caused by circumstances beyond their control, the Procuring Agency may, upon due consideration of the reasons submitted, grant an extension of time for performance of the contractual obligations. Such delay must arise due to a Force Majeure event, which may include but is not limited to:</p> <ul style="list-style-type: none"> i) Act of God; ii) Act of State, War, or any act of enemy; iii) Strikes, lockouts, riots, or civil commotion; iv) Epidemics and pandemics v) Injunction granted by a lawful court restraining the Supplier from executing the Contract, unless such injunction was due to any alleged irregularity committed by the Supplier; vi) Non-receipt of raw material abroad for reasons beyond the control of the manufacturer; vii) Port delays due to bunkerage or lighterage; viii) Diversions of supplies by the carrier without any fault or knowledge of the manufacturer or supplier. <p>The Supplier shall notify the Procuring Agency in writing, or in electronic form that provides a record of the content of communication, within fifteen (15) days of the occurrence of any such event, providing full particulars and supporting evidence of the Force Majeure condition and its likely impact on the performance timeline.</p> <p>Upon receipt of such notice, the Procuring Agency shall evaluate the legitimacy of the claim and, if satisfied, may at its discretion grant an extension of time corresponding to the verified duration of the Force Majeure event.</p> <p>Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall make all reasonable efforts to find alternative means of performance not prevented by the Force Majeure event.</p>
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Liquidated Damages (GCC Clause 26)

21	26.1	<p>If the bidder fail to deliver the stores or any consignment thereof within the specified delivery period, the Purchaser shall be entitled, at his option, either:-</p> <ul style="list-style-type: none"> i. to recover from you Liquidated Damages levied at the rate of 0.05% of the total contract price per day or a part thereof subject to a maximum of ten percent (10%) of the contract price; the Liquidated Damages shall be recovered only for the stores supplied late except where undelivered stores hold up the use of other stores, when it shall be levied for the total value of Contract. The recovery of liquidated damages mentioned above can be affected from any payment due to you from any DISCOs/PPMC/GENCOs/NTDC and any unit of WAPDA. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ii. To purchase from elsewhere without notice to bidder at his risk
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		<p>and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.</p> <p>OR</p> <p>iii. To cancel the contract at his risk and cost.</p> <p>In the event of action being taken under (i) or (ii) above, bidder shall be liable for any loss which the purchaser may suffer on that account; but bidder shall not be entitled to any gain on repurchase made against the supply order.</p> <p>If during the course of execution of the Purchase Order, bidder is blacklisted by any unit of DISCO(s)/WAPDA/NTDC/PPMC, the Purchaser may proceed with all or any of the actions detailed below:</p> <ol style="list-style-type: none"> To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract. To stop further supplies with or without financial repercussions. To cancel the contract with or without reservations of rights. <p>Note:</p> <p>While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under "Force Majeure" and shall not allow any relaxation in the liquidated damages on the account:-</p> <ol style="list-style-type: none"> Delay on the part of the contractor in the arrangement of raw materials. Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.
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		Termination under Force Majeure (GCC Clause 28)
22	28.2	<p>The purchaser will have the right to terminate the contract without any penalty or to claim penalty or liquidated damages from the manufacturer/supplier if there is delay in performance of the contract by the manufacturer/supplier or the contract has become incapable of being performed. The possible causative factor for this 'Force Majeure' situation could be as under:-</p> <ol style="list-style-type: none"> Act of God; Act of State, War or any act of enemy. Strikes, lockout, Riots or Civil Commotion. Injunction granted by a lawful court restraining bidder from executing the Contract unless such injunction was due to any alleged irregularity committed by the bidder. Non-receipt of raw material abroad for reasons beyond the control of manufacturer of goods. Port delays due to bunkerage or lighterage. Diversions of supplies by the carrier without any fault or knowledge of the manufacturer or supplier. <p>The right of the purchaser to impose penalty, claim liquidated damages or to terminate the contract without any claim/liability on part of either party shall be subject to judicious consideration of the causative factors indicated above herein provided further that the manufacturer/</p>

		supplier shall notify to the purchaser in writing within 15 days of the happening of any such event. Unless otherwise directed by the purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
	Procedure for Dispute Resolution (GCC Clause 32)	
23.	32.3	<p>Dispute Resolution</p> <p>(a) <u>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>(b) <u>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 (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 Gujranwala. and proceedings will be conducted in English/ Urdu language. 4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both the 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. 5. Arbitration proceedings as mentioned in the above clause

		<p>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>
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Notices (GCC Clause 35)		
23.	35.1	<p>Procuring Agency's address for notice purposes:</p> <p>Gujranwala Electric Power Company (GEPCO) Office of the Chief Engineer (Development) Project Management Unit (PMU) GEPCO Plaza (2nd Floor), Opposite Saddar Police Station, Beside Camping Ground, G.T. Road, Gujranwala.</p> <p>Supplier's address for notice purposes:</p> <hr/> <hr/> <p>(To be provided after signing of Contract Agreement)</p>
Taxes and Duties (GCC Clause 36)		
24.	36.3	<p>A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>This shall be governed by the laws of Pakistan as amended from time to time.</p>

SECTION-IX

CONTRACT FORMS

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

THIS AGREEMENT made the _____ day of _____ BETWEEN Gujranwala Electric Power Company (GEPCO) (hereinafter the "Purchaser") of the one part and _____ (hereinafter the "Supplier") of the other part:

WHEREAS the purchaser is desirous that certain Goods and ancillary Services should be provided by the Supplier, vis, (Brief Description of Goods and Services and has accepted a bid by the Supplier of those Goods and Services in the sum of (Contract Price in Words and Figures) (hereinafter the "Contract Price").

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement word and expressions shall have the same meanings as per 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 Agreement, viz:
 - a. the Bid Form and the Price Schedule submitted by the supplier;
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the Tender conditions of Contract (GCC & SCC);
 - e. the Instructions to Bidders of Contract;
 - f. the Purchaser's Letter of Acceptance (LOA);
 - g. the Performance Security; and
 - h. the Certificate/Declaration Regarding Not Indulging In Illegitimate Business Practices
 - i. Addenda (if any).
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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 Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said _____ (for the Purchaser).
In the presence of: _____

Signed, Sealed and Delivered by the said _____ (for the Supplier; mention Sign, stamp Name, Designation)
In the presence of: _____ (mention Sign, stamp, CNIC, Name, Designation)

PERFORMANCE SECURITY FORM
(Bank Guarantee)
(On NON-JUDICIAL PAPER OF MINIMUM RUPEES.1200/-)

Guarantee executed on _____ Name of Surety with Address

Name of Principal (Contractor) with Address

Notification of Award/LOI No. _____ Date _____ Penal sum of (express in words and figures) _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid Documents and above said Notification of Award/LOI (hereinafter called the Documents) and at the request of the said Principal (Contractor) we, the surety above named, are held and firmly bound unto the Gujranwala Electric Power Company "GEPCO" in the panel sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal (Contractor) has accepted the GEPCO's above said Notification of Award/LOI for the

and hereto attached.

NOW, THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the GEPCO, with or without notice to the Surety, which notice is hereby, waived and during the life of any guarantee required under the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Warranty Clause of Conditions of Contract of Bid Documents are fulfilled. Our total liability under this Guarantee is limited to a sum of _____ and it is a condition of any liability attaching to us under this Guarantee that a claim in writing shall be received by us within the validity period of this Guarantee, that is, before _____, failing which we shall be discharged of our liability, if any, under this Guarantee.

We (Surety) do hereby irrevocably and independently guarantee to pay to the GEPCO (without cavil or arguments) without delay upon the GEPCO's first written demand the panel sum stated above against the GEPCO's written declaration that the Principal (Contractor) has refused or failed to perform his obligations under the Contract. Which payment will be effected by the surety to

(GEPCO's Bank & Account Number)

PROVIDED ALSO THAT the GEPCO shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Surety shall pay without objection the sum of _____ () upon demand from the GEPCO forthwith and without any reference to the Principal (Contractor) or any other person.

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

WITNESS

1.

Name _____

Signature _____

Designation _____

CNIC _____

Address _____

SURETY

Signature _____

Name _____

Designation _____

CNIC _____

Address _____

Corporate Secretary (Seal)

2.

Name _____

Signature _____

Designation _____

CNIC _____

Address _____

(Seal)**Corporate Surety (Seal)**

Integrity Pact

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

Contract Number: _____

Contract Value: _____

Contract Title: _____

Dated: _____

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

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

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

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

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

[Buyer (Signature, Name, CNIC)]

[Seller/Supplier (Signature, Name, CNIC)]