

NATIONAL STANDARD BIDDING DOCUMENTS

Procurement of Goods **(Single Stage One Envelope Procedure)** **(National Competitive Bidding)**

Tender No.

IESCO/MM/P&PD/161/2025-26



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

March, 2026



BIDDING DOCUMENT FOR PROCUREMENT OF

AAC WASP CONDUCTOR (7/0.173)

Tender No.

IESCO/MM/P&PD/161/2025-26

Financial Year 2025-26

**Single Stage-One Envelope
(SSOE) Bidding Procedure**

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

March 2026

Name of Firm: _____

**Chief Engineer (Material Management)
IESCO Islamabad**

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PREFACE

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

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

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

Bidding Documents for Procurement of Goods

PART-A - BIDDING PROCEDURE& REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

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

Section III- Bid Data Sheet (BDS)

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

Appendix-A Qualification and Evaluation Criteria.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

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

Section VI - Standard Forms

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

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

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

Section VIII - Special Conditions of Contract (SCC)

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

Section IX - Contract Forms

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

Integrity Pact

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

**PART-A
BIDDING PROCEDURE & REQUIREMENTS**

**SECTION-I
INVITATION FOR BIDS**

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Invitation for E-Bids (IFB)

IESCO invites e-Bids from the firms / manufacturers who are pre-qualified / registered with the Chief Engineer (Purchase & Disposal) / Standard & Specification, NTDC Lahore or with (WAPDA/PPMC/DISCOS) and FBR for the year 2025-26 having valid prototype approval (if applicable) for supply of following material on free delivery basis to IESCO Regional Stores Rawalpindi / Islamabad / Rajjar & Wah:

Tender No.	Description of item	Unit	Qty	Amount of Bid Bond (in PKR)	Date of opening
161	AAC Wasp conductor (7/0.173)	Km	250	1,845,000/-	E-Bids will be received till 09.03.2026 upto 10:30 AM and will be opened at 11:00 AM on the same date.

The tender will be opened in the presence of participants or their authorized representatives (bearing authority letters) who attend O/O Chief Engineer (Material Management) IESCO Head Office G-7/4 Street No.40, Islamabad. Material shall conform to relevant WAPDA/NTDC Specifications (amended to date).

Terms & Conditions

1. Only e-bids are acceptable, all the interested Bidders are directed to apply through E-Pak Acquisition & Disposal System (E-PADS) Portal Online (<http://www.eprocure.gov.pk>) and also upload all the mandatory information as required in the bidding documents.
2. Tender will be opened on **“Single Stage One Envelope basis”**.
3. The price should be firm and final on FCS basis and without involving any foreign exchange.
4. The bid shall be valid for a period of 120 days.
5. The bidder shall submit sealed Bid security/Guarantee in original mentioned against the tender valid for 150 (one hundred fifty) days in the form of Bank Guarantee/CDR issued by any scheduled Bank of Pakistan (having rating A+ or above) in favour of Chief Executive Officer IESCO Islamabad, before the bid closing time, failing which the bid(s) shall be considered non-responsive.
6. The bid should be for full quantity of tender and bid for less quantity of tender will not be accepted.
7. The bidder should have valid prototype approval (if applicable) at the time of opening of bid.
8. IESCO reserves the rights to reject all bids prior to the acceptance of a bid.
9. In case of holiday announced by the Govt. of Pakistan, strike in IESCO or any other reasons whatsoever due to which this office remains closed on the above schedule tender opening date, the tender will be opened on next working day at the same time and place/venue.
10. This tender notice is also available at IESCO website www.iesco.com.pk and PPRA website www.ppra.org.pk

Addl. Director (P&PD)

IESCO Head Quarter, Street No. 40,
Sector G-7/4, Islamabad

Email Address: dmdistribution.iesco@gmail.com

SECTION-II
INSTRUCTION TO BIDDERS (ITBs)

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A.INTRODUCTION

1. Scope of Bid	1.1	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements . The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS .
2. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. <i>(The limit on the number of members of JV or Consortium or Association is prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i>
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective bidder, supplier and manufacturers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	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: 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	(a) A Bidder may be ineligible if - (b) he is declared bankrupt or, in the case of company or firm, insolvent; (c) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (d) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (e) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (f) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

		(g) The firm, supplier and contractors blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	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	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: Section I- Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Forms - Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms Additional: IESCO Mechanism of Blacklisting of Contractor/Supplier/Manufacturer/Consultant/Firm/JV
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.3	Deleted
	7.4	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version downloaded from the website of Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS .
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1 . However, this clause shall not apply in case of alternate methods of Procurement.

	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of Procuring Agency, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9 .
	8.5	If indicated in the BDS , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the BDS . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15 ; b) Details of the Sample(s) where applicable and requested in the BDS . c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods; e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18 ; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) Any other document required in the BDS .

	11.2	Where a sample(s) is required by a procuring agency, the sample shall be: <ul style="list-style-type: none"> a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; b) carriage paid; c) received on, or before, the closing time and date for the submission of bids; and d) evaluated to determine compliance with all characteristics listed in the BDS.
	11.3	The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)- <ul style="list-style-type: none"> a) do(es) not conform to all characteristics prescribed in the bidding documents; and b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
	11.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	11.5	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered <u>which shall be confirmed by a certificate of origin issued at the time of shipment.</u>
	12.3	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: <ul style="list-style-type: none"> a) a detailed description of the essential technical specifications and performance characteristics of the Goods; b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the BDS.
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: <ul style="list-style-type: none"> a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan; b) The Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

		<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 prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>d) That 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>Provided that:</p> <p>a) 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) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad):</p> <p>i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <p>A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory;</p> <p>or</p> <p>B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</p> <p>ii) all applicable taxes which will be payable on the goods if the contract is awarded.</p> <p>iii) 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>iv) the price of other (incidental or allied) services, if any, listed in the BDS.</p> <p>b) For goods offered from abroad:</p> <p>i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or</p> <p>ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or</p> <p>iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS.</p> <p>iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS.</p> <p>v) the price of (incidental) services, if any, listed in the BDS.</p>
	15.7	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.

		<p>This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -</p> <p>a) For Goods: -</p> <p>i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS</p> <p>ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>b) For Related Services</p> <p>i) The price of the related services, and</p> <p>ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	15.8	Unless otherwise specified in BDS, the Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	15.9	Unless otherwise specified in the BDS , If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.</p> <p>b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies, unless otherwise specified in the BDS.</p>
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction, unless otherwise specified in the BDS .
18. Bid Security or Bid Securing Declaration	18.1	Pursuant to ITB 11 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms) .

	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9 .
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid, unless otherwise specified in the BDS . This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the BDS
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 28 .
	18.7	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: (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 or the Bid Securing Declaration executed: a) if a Bidder: 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: i) to sign the contract in accordance with ITB 41 ; or ii) to furnish performance security (or guarantee) in accordance with ITB 42 .
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 19.2 shall prevail.
	19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of goods.
	19.3	If so allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail:

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

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. <i>Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.</i>
	22.2	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address given in 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 (ITB) title and number indicated in the BDS , and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS , pursuant to ITB 23.1 .
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
	22.4	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address provided in the Bidding Data; b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data pursuant to ITB 23.1 . c) In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause ITB.24
	22.5	If all envelopes are not sealed and marked as required by ITB 22.2 , ITB 22.3 and ITB 22.4 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
23. Deadline for Submission of Bids	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS .
	23.2	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.
24. Late Bids	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23 .
	24.2	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.
25. Withdrawal of Bid	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22 .

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS . The Bidders' representatives present shall sign a register as proof of their attendance.
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	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, <i>in case of Single Stage One Envelope Procedure</i> , the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	<i>Unless otherwise as specified in BDS</i> , in case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24.
	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	<i>Unless otherwise as specified in BDS</i> , In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidder's subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	Unless otherwise as specified in BDS , the request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage One Envelope and Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, further in case of Single Stage One Envelope Procedure, correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	The alteration or modification in the BID which in any way affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; except document has submitted but document of qualification is not clear and not readable. b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and 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	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: - <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	29.4	The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. 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 - <ul style="list-style-type: none"> (a) Submit the number of copies of signed bids required by the invitation; (b) Furnish required information concerning the number of its employees; (c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.

	29.5	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	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9 .
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 .
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.3	The Procuring Agency's evaluation of a Bid will take into account: a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder; b) in the case of goods of foreign origin offered from abroad, custom duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and

33.4	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.
33.5	<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5:</p> <ol style="list-style-type: none"> Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. delivery schedule offered in the Bid; deviations in payment schedule from that specified in the Special Conditions of Contract; the cost of components, mandatory spare parts, and service; the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or other specific criteria indicated in the TBS and/or in the Technical Specifications.
33.6	<p>For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <p>(a) <i>Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i> Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the BDS will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.</p> <p>(b) <i>Delivery schedule.</i> The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in the BDS, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery</p> <p style="text-align: center;">OR</p> <p>i) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p style="text-align: center;">OR</p> <p>ii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule</p> <p>(c) <i>Deviation in payment schedule.</i></p> <p>i) Bidder shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder</p> <p style="text-align: center;">OR</p> <p>ii) The SCC stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.</p>

		<p>(d) <i>Cost of spare parts</i></p> <p>i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.</p> <p style="text-align: center;">OR</p> <p>ii) The Procuring Agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.</p> <p style="text-align: center;">OR</p> <p>iii) The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation specified in the BDS, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other Procuring Agency's in similar situations. Such costs shall be added to the Bid price for evaluation.</p> <p>(e) <i>Spare parts and after sales service facilities in Pakistan</i> The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the BDS or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.</p> <p>(f) <i>Operating and maintenance costs</i> Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the BDS or in the Technical Specifications.</p> <p>(g) <i>Performance and productivity of the equipment.</i></p> <p>(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the BDS will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the BDS or in the Technical Specifications.</p> <p style="text-align: center;">OR</p> <p>(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the BDS or in the Technical Specifications.</p> <p>(h) <i>Specific additional criteria.</i> Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
	33.7	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS .
34. <i>Domestic Preference</i>	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. <i>Determination of Most Advantageous Bid</i>	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.
	35.2	The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons: <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:

		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.
36. <i>Post-qualification of Bidder and/or Abnormally Low Financial Proposal</i>	36.1	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 . In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.
	36.2	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: (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. Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: (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	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.
	36.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	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. 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.
	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. <i>Criteria of Award</i>	37.1	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:
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		<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. <i>Negotiations</i>	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. <i>Procuring Agency's Right to reject All Bids</i>	39.1	Notwithstanding ITB 37 , the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. <i>Procuring Agency's Right to Vary Quantities at the Time of Award</i>	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. <i>Notification of Award</i>	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2 .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43 , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 18.7 .
42. <i>Signing of Contract</i>	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. <i>Performance Security (or Guarantee)</i>	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	<p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> a) Certified cheque, cashier's or manager's Cheque, or bank draft; b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;

		<p>c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</p> <p>d) surety bond callable upon demand issued by any reputable surety or insurance company.</p> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	Unless otherwise as specified in BDS, the advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2.
	44.2	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC .
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC .
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.
	46.2	Deleted
	46.3	Deleted

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H. MECHANISM OF BLACKLISTING

<p>49. Mechanism of Blacklisting</p>	<p>49.1</p>	<p>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 id securing declaration; iv. Procuring Agency's Mechanism as per BDS
	<p>49.2</p>	<p>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</p>	<p>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</p>	<p>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</p>	<p>In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p>
	<p>49.6</p>	<p>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</p>	<p>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>

SECTION-III BID DATA SHEET

LESCO

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders										
A. Introduction												
1.	1.1	<p>Name of Procuring Agency: <i>Chief Engineer (Material Management) IESCO Islamabad</i></p> <p>The subject of procurement is:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Tender No.</th> <th style="width: 45%;">Item Description</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Qty</th> <th style="width: 25%;">Date of Opening</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">161</td> <td>AAC Wasp conductor (7/0.173)</td> <td style="text-align: center;">Km</td> <td style="text-align: center;">250</td> <td>E-Bids will be received till 09.03.2026 upto 10:30 AM and will be opened at 11:00 AM on the same date.</td> </tr> </tbody> </table> <p>Commencement date for delivery of Goods: <i>From the date of issuance of Purchase Order/Contract</i></p>	Tender No.	Item Description	Unit	Qty	Date of Opening	161	AAC Wasp conductor (7/0.173)	Km	250	E-Bids will be received till 09.03.2026 upto 10:30 AM and will be opened at 11:00 AM on the same date.
Tender No.	Item Description	Unit	Qty	Date of Opening								
161	AAC Wasp conductor (7/0.173)	Km	250	E-Bids will be received till 09.03.2026 upto 10:30 AM and will be opened at 11:00 AM on the same date.								
2	2.1	<p>Financial year for the operations of the IESCO: 2025-26</p> <p>Name of Engineering goods/Equipment/Material: <i>As mentioned above</i></p> <p>Name and Tender Number of the Contract: AAC Wasp Conductor (7/0.173) <i>Tender No. 161</i></p>										
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: <i>Not Required</i>										
4.	4.1	Ineligible country(s) is or are any country under trade Embargo by the Government of Pakistan or the United Nations.										
5.	4.5	Demonstration of authorization by manufacturer: Required										
B. Bidding Documents												
6.	7.1	The number of documents to be completed and returned is: <u>One original</u>										
7.	8.1	The address for clarification of Bidding Documents is: <u>www.eprocure.gov.pk</u>										
	8.2	Pre-bid meeting will be/will not be held: will not be held										
C. Preparation of Bids												
8.	10.1	The Language of all correspondences and documents related to the Bid is: English										
9.	11.2	Detail of sample(s) to be submitted with the Bid are: Samples are not required except Samples of equipment required for those item(s) whose specification(s) are not available or where brand Name or equivalent is not mentioned or requirement of Bid Evaluation Committee as and when required to establish the characteristic of offered product. In that case Bidder will provide the sample (s) along with the bid.										
10.	11.1	<p>In addition to the documents stated in ITB 11, the following documents must be uploaded with the Bid on www.eprocure.gov.pk</p> <ol style="list-style-type: none"> i. Integrity Pact (No contract amount should be mentioned) at time of bid submission. However, if contract award, the Integrity Pact must be submitted for the contract amount exceeding 10 Million. ii. No Deviation certificates from Commercial terms and technical specification iii. Income tax returns for last two (02) years. iv. Audited Financial Reports of last two (02) years. v. Confirm and valid Bank Credit line (latest) (if any) required to establish cash flow or financial resources. vi. Declaration for no blacklisting/debarment from NTDC/WAPDA/DISCOs/GENCOs /Govt. Dept. or any organization (locally or internationally) for both manufacturer and bidder. vii. Declaration regarding no involvement in litigation case, if involved then submit the Form-10 accordingly. viii. Complete bid schedule duly signed and stamped (in duplicate) by the manufacturer/supplier. ix. Technical literature, if any along with make and origin of product offered. x. Declaration regarding use of prime material duly signed and stamped by the manufacturer. xi. Declaration of the material used in manufacturing of required item will 100% conform to the NTDC Specifications P-63:2007 (Amended to date). xii. Declaration of Beneficial Ownership for the contract amount exceeding 50 Million. xiii. Copy of current renewal of prequalification for the material quoted in tender with NTDC/DISCOs. 										

		<p>xiv. Copy of valid prototype approval (if applicable).</p> <p>xv. Copy of Certificate of registration with sales tax department & STRN/NTN certificate.</p> <p>xvi. Copy of original Bid security/Guarantee amounting to Rs.1,845,000/- valid for 150 (one hundred fifty) days in the form of Bank Guarantee/CDR. issued in favour of Chief Executive Officer IESCO Islamabad.</p> <p>xvii. Authority letter of bid signatory.</p> <p>xviii. The firm will provide valid certificate of conformance/CM License issued by Pakistan Standards & Quality Control Authority Government of Pakistan (PSQCA).</p> <p>xix. Certifies that the firm is not involved/using scrap or used material since five years or since _____(No. of years since in the manufacturing business).</p>
11.	12.1	Characteristics: <i>Specifications amended to date as mentioned in Section-V Schedule of Requirement.</i>
12.	13.1	Other procurement specific documentation requirements are: <i>As per Section V of Bidding Document.</i>
13.	13.2	Spare parts required for: <i>As per respective Specification (s) mentioned in Section-V of Bidding Document or Employer's requirement.</i>
14.	13.3(a)	The Bidder is required to include with its Bid, documentation/certificate from the manufacturer of the goods, that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid.
	13.3(b)	<p>The evaluation /qualification criteria required from Bidders in ITB 13.3(b) is modified as follows:</p> <ol style="list-style-type: none"> Bid conforms to tender conditions and laid down specifications. Responsiveness in terms of technical and commercial evaluation. Previous performance/ appraisal of the bidder and that of product supplied by them. Copy of P.O of the similar nature product previously supplied to any formation of NTDC/WAPDA/DISCOs/GENCOs/Govt. Dept. Production Capability/Capacity. Manufacturing experience of at least 2-years or more. Contractual / Supply experience of at least one year or more. The bidder should have an Average annual turnover in the last 2-years equal to three (03) times of the contract value (Form FIN-2). The net financial resources as per Form FIN-3 should be at least 50% of the contract value (after subtracting the current commitments/liabilities). If a new firm emerged as a lowest bidder and having no experience will be awarded with educational/trial order. Possession of valid prototype approval at the time of opening of bid (if required). <p>The most advantageous bid, which may be complying with above evaluation/qualification criteria, inter alia, may be considered based on least cost method.</p>
15.	15.6	For goods manufactured from within Pakistan the price quoted shall be: <i>Ex-Works (EXW) including all taxes and duties (excluding GST), Inland Transportation, insurance or other incidental services, loading and unloading etc. from Factory to Designated Store of IESCO as per price schedule. (Not Applicable)</i>
16.	15.7	The quoted prices shall be firm and final on FCS/FCA basis & excluding 18% General Sales Tax and shall not be escalated for any reason what so ever. The prices include the present duties and taxes. In case however, the present duties and taxes are increased or new taxes/duties are imposed by the Govt. on finished goods, during the currency of the contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties/taxes by Govt. the prices will be decreased accordingly.
17.	15.8	As defined in BDS Sr. No 15 and 16.
18.	19.1	The Prices shall be fixed on FCS/FCA basis.
19.	16.1	<p>a) For goods and related services originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees (PKR)</i>;</p> <p>b) For goods and related services originating outside Pakistan, the Bidder shall express its Bid in <i>Pakistani Rupees (PKR)</i>.</p>
20.	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
21.	17.1	The Bid Validity period shall be: 120 days.
22.	15.8	Fixed price shall prevail during currency of contract.
23.	18.1	The amount of Bid security/Guarantee shall be Rs.1,845,000/- issued in favour of Chief Executive Officer IESCO Islamabad valid for 150 (one hundred fifty) days in the form of Bank Guarantee/CDR. The Bid Security from any Scheduled Bank of Pakistan (having rating A+ or above) will be acceptable.
		* The currency of Bid Security shall be denominated in PAK Rupees only. Lesser bid security

		amount or validity of bid security will lead to rejection of bid. or Indicate whether Bid Securing Declaration is applicable: "Not Applicable"
24.	18.2	The Bid Security shall be in the form of: CDR/SDR/Pay Order, Demand Draft & Bank Guarantee.
25.	18.3	Other forms of security are: As per 18.3 of ITB
26.	19.3	Alternative Bids to the requirements of the Bidding Documents: Not allowed
27.	22	The number of copies of the Bid to be completed and returned shall be: one original.
28.	13.1	Written confirmation of authorization are: Power of attorney in the name of authorized person who is responsible for signing of bid, post bid clarification and subsequent contract agreement. In case of JV, all partners of JV will authorize the person who is responsible for signing of bid, post bid clarification and subsequent contract agreement. Power of attorney will be on non-judicial paper and format of Power of attorney should be acceptable to the employer or as described in the section-VI (Bid Form).

D. Submission of Bids

29.	22	Bid shall be submitted online at www.eprocure.gov.pk and original Sealed Bid bond Should also be submitted before bid closing time in the O/o Chief Engineer (MM) IESCO Headquarters, Street No.40, Sector G-7/4 Islamabad.
30.	23.1	Title of the subject Procurement or Project name: Procurement of AAC Wasp Conductor (7/0.173) ITB title and No:161 Time and date for submission: Till 9th March, 2026 upto 10:30 Hrs
31.	23.2	The deadline for submission of Bid is a) Day: <i>Monday</i> b) Date: 9th March, 2026 c) Time: Upto 10:30 Hrs

E. Opening and Evaluation of Bids

32.	26.1	The Bid opening shall take place at: Address: IESCO Headquarters, Street No.40, Sector G-7/4. City/Town: Islamabad a) Day: <i>Monday</i> b) Date: 9th March, 2026 c) Time: 11:00 Hrs
33.	26	This tender is single stage one envelope and single Bid will be submitted including but not limited to Technical, Commercial, Financial etc. portions
34.	26.6	Not Applicable since the tender is floated on single stage one envelope bidding procedure.
35.	16.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pak Rupee The source of exchange rate shall be: State Bank of Pakistan The date of exchange rate shall be: Date of Bid Opening
36.	35.1	Evaluation Techniques After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid or Most Advantageous Bidder.
37.	33.6(h)	Other specific criteria are: Nil
38.	33.6(a)	Inland transportation from EXW from Factory /DDP from Karachi Port to ___ and insurance and incidentals. Bidder shall furnish: • Estimated dimensions and shipping weight of each package. • Approximate EXW/Applicable INCOTERM value of each package. (Not Applicable)
39.	33.6(b)	Delivery schedule: <i>"50% Qty within 45 days and remaining 50% Qty within 75 days from the date of issuance of P.O".</i> Moreover, Delivery period is the essence of the Contract and delivery must be completed not later than the dates specified. 1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of Store to IESCO Consignee provided the goods accepted for supply have been delivered within 20-days of issue of Inspection Certificate subject to the condition that the supplier / manufacturer offers the material for Inspection at least 15-days prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification. Adjustment expressed as a percentage: Not Applicable

40.	33.6(c)	Deviation in payment schedule: <i>Not allowed and bid will be considered non-responsive.</i> Annual interest rate: <i>Not Applicable</i>
41.	33.6(d)	Cost of spare parts: <i>Not Applicable</i>
42.	33.6(e)	Spare parts and after sales service facilities in Pakistan. <i>Not Applicable</i>
43.	33.6(f)	Operating and maintenance costs. <i>Not Applicable</i>
44.	33.6(g)	Performance (Form-15) and productivity of equipment.
45.	33.6(h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. (<i>Section-V</i>)
46.	34.1	Domestic preference to apply: <i>Not Applicable</i>
F. Award of Contract		
47.	40.1	<i>IESCO reserves the right to increase or decrease the quantity of supply by up to 15% during the currency of the contract. The currency of the contract shall be six months from the issuance of the P.O. or the actual delivery period, whichever is longer.</i>
48.	43.1	The Performance Bank guarantee shall be: Amount up to 5% percent of the Contract Price to be provided within 10 days of the issuance of Letter of Acceptance (LOA) / Letter of Intent (LoI)/ Notification of Award (NOA). Moreover, in case of non-receipt of any response from the firm within the prescribed time, it shall be presumed that the firm has declined the offer rendering the bid liable for rejection resulting in the forfeiting of the Bid Security.
49.	43.2	The Performance Security (or guarantee) shall be in the form of; <i>Bank Guarantee from Scheduled Bank having rating A+ for 12 months from the receipt of last consignment shall be furnished by the successful Bidder/s, before the formal issuance of the Purchase Order.</i> Insurance Performance security is not admissible.
50.	44	The Advance Payment is not allowed
51.	44.1	Maximum amount of Advance payment shall be: <i>As mentioned in ITB-44.1(b)</i>
52.	45.1	Arbitrator shall be appointed by mutual consent of the both parties. Bidder shall nominate the arbitrator at time of Bidding stage; however, nomination of arbitrator shall be decided by mutual understanding.

G. Review of Procurement Decisions

53.	47.1	The address of the Procuring Agency: <i>Chief Engineer (P&E) Convener, Grievance Committee IESCO Headquarters Street No. 40, Sector G-7/4 Islamabad</i> <i>Timeline of grievance is in accordance with PPRA Rules-48</i> <i>No fee will be applicable for the grievance.</i> <i>Please avoid unnecessary grievance to save the time of procuring agency.</i>
54.	48.6	The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority (PPRA) 1stFloor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254 <i>If the bidder is unsatisfied with the decision of PA, may file appeal before the authority in accordance with the PPRA Rule -48. The Plaintiff will bear the cost / fees for PPRA Grievance.</i>

G. Mechanism of Blacklisting

55.	49	The firm will be blacklisted / debarred from future business with IESCO/DISCOS on the following grounds: i) Making false statements and allegations to gain undue advantage. ii) Commission of fraud. iii) Fail to perform the contractual obligations during the execution of contract or breaches the contract. iv) Commission of embezzlement , criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of a trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature. etc. IESCO Mechanism for Blacklisting of contractor/supplier/manufacturer/consultant/firm available on IESCO's website. https://iesco.com.pk/images/downloads/Final-SOP-for-Blackllisting-Original-27-12-2019.pdf Moreover, the procedure/timelines for the blacklisting of the contractor/supplier/manufacturer/consultant/firm will be in accordance with the PPRA Rule-19. <i>It will be presumed that bidder has gone through the contents and is agreed with IESCO mechanism available on IESCO's Website.</i>
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Note:

1. Please go through the contents of bidding documents carefully, in case of any query (ies), do not hesitate for clarification as per ITB clause -8.1.

SECTION-IV ELIGIBLE COUNTRIES

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

Following countries are eligible to participate in the procurement process:

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

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

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

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

SECTION-V

SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

LESCO

Schedule of Requirements

Part-A Delivery /Completion Period

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

“Free delivery at consignee stores, i.e. Rawalpindi, Islamabad and Rajjar”

Tender No.	Item Description	Unit	Qty	Date of Opening
161	AAC Wasp conductor (7/0.173)	Km	250	E-Bids will be received till 09.03.2026 upto 10:30 AM and will be opened at 11:00 AM on the same date.

Note: - In case specification is not available, Sample of item must be provided at the time of opening of tender.

Technical Specifications

Part-B Technical Specifications

The material must be as per NTDC Specifications P-63:2007 (Amended to date).

LESCO

DRAWINGS/BROCHURE

Relevant documents / brochures of material showing the technical parameters / specification / make / origin / any other specific information are part of Tender Specification

LESCO

SECTION-VI

STANDARD FORMS

**A. STANDARD FORMS FOR
(Single Stage One Envelope Procedure)**

LESCO

List of Forms
Single Stage One Envelope Procedure:

Form-1	:	Bidder Information
Form-2	:	Form of Bid
Form-3	:	Bidder's JV Members Information Form
Form-4	:	Price Schedule Form
Form-5	:	Form of Bid Security
Form-6	:	Manufacturer's Authorization
Form-7	:	Letter of Acceptance
Form-8	:	Deviation from Technical Provision Form DEV-1
Form-9	:	Deviation from Contractual/Commercial Provision Form DEV-2
Form-10	:	Current Litigation Information Form LIT-1
Form-11	:	Power of Attorney (For signatory of Application)
Form-12	:	Production Capacity Form
Form-13	:	Financial Situation (Form FIN-1)
Form-14	:	Average Annual Turnover Form FIN-2
Form-15	:	Financial Resources Form FIN-3
Form-16	:	Current/Completed Contract Commitments FIN-4
Form-17	:	Beneficial Owner Form
Form-18	:	Integrity Pact

Bidder Information Form

Date of Bid Submission: _____
Request for Tender No.: _____

1. Bidder's Name: _____
2. In case of JV, legal name of each member: _____
3. Bidder's actual or intended country of registration: _____ _____
4. Bidder's year of registration: _____ _____
5. Bidder's Address in country of registration: _____ _____
6. Bidder's Authorized Representative Information Name: _____ CNIC No. _____ Address: _____ _____ Telephone/Fax numbers: _____ Email Address: _____

Note:-

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

Form of Bid

Date:

To: _____

Having examined the Bidding Documents including Addenda Nos: _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver _____ in conformity with the said Bidding Documents for the sum of _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming[_____, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to ITB Clause 3.7.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 19**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

Dated this _____ day of _____ 20_____.

(Name) _____

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Bidder's JV Members Information Form

Date of Bid Submission: _____

Request for Tender No.: _____

1. Bidder's Name: _____
2. Bidder's JV Member's name: _____
3. Bidder's JV Member's country of registration: _____
4. Bidder's JV Member's year of registration: _____
5. Bidder's JV Member's legal address in country of registration: _____ _____
6. Bidder's JV Member's authorized representative information Name: _____ Address: _____ _____ Telephone/Fax numbers: _____ Email Address: _____

Note:

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

Price Schedule Forms

Name of Bidder: _____

Tender No. & date of Opening	Description of Material	Unit	Tender Qty	Rate in Rs. Per unit on FCS basis excluding GST and without involving any foreign exchange.	Total Amount	Delivery Schedule From the date of issuance of P.O
161 dt:09.03.26	AAC Wasp conductor (7/0.173)	Km	250			"50% Qty. within 45 days and remaining 50% Qty. within 75 days from the date of issuance of P.O".

Amount of Bid Bond: _____

Bid Security validity: _____

Model/Make of Equipment: _____

Issuing Authority: _____

Note: In case of discrepancy between unit price and total, the Unit Price shall prevail.


Addl. Director (P&PD)
IESCO, Islamabad

Bid Security Form

To: IESCO

Whereas _____ (hereinafter called "the Bidder") has submitted its Bid dated _____ for the delivery of _____ (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE _____ of _____, having our registered office at _____ (hereinafter called "the Bank"), are bound unto IESCO (hereinafter called "the Procuring Agency") in the sum of _____ for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:

1. If the Bid
 - (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
 - (b) Disagreement to arithmetical correction made to the Bid price; or
 - (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:..... in the capacity of signed

[Signature of the Bank]

Dated on _____ day of _____ 20 _____

Manufacturer's Authorization

No. _____

Dated _____

Date of Bid Submission: ____/____/2025

Request for Tender No.: _____

To:

WHEREAS

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

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

Signed: _____

Name: _____

Title: _____

Date signed _____ day of _____ Month, _____ Year

Note:

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

Letter of Acceptance

[Letter head paper of the Procuring Agency]

No. _____

Date _____

To:

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

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

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

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of ten (10) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

Deviations from Technical Provisions

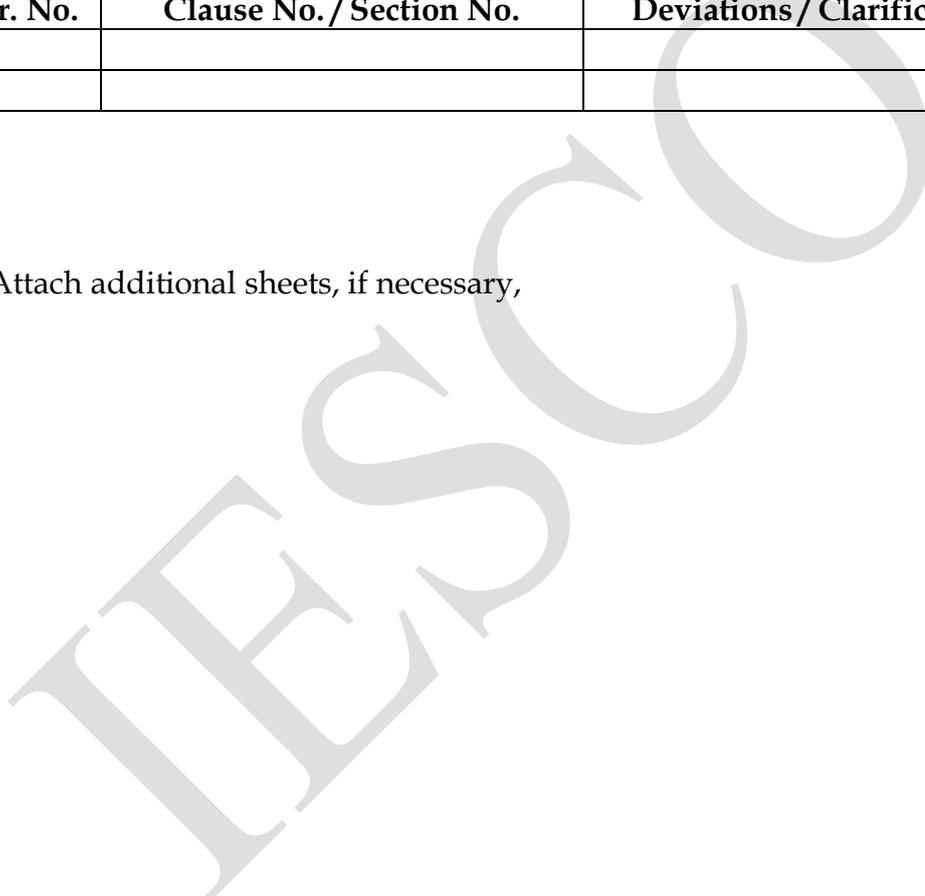
Form DEV-1

DEVIATIONS FROM TECHNICAL PROVISIONS

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

Sr. No.	Clause No. / Section No.	Deviations / Clarifications

Note:- Attach additional sheets, if necessary,



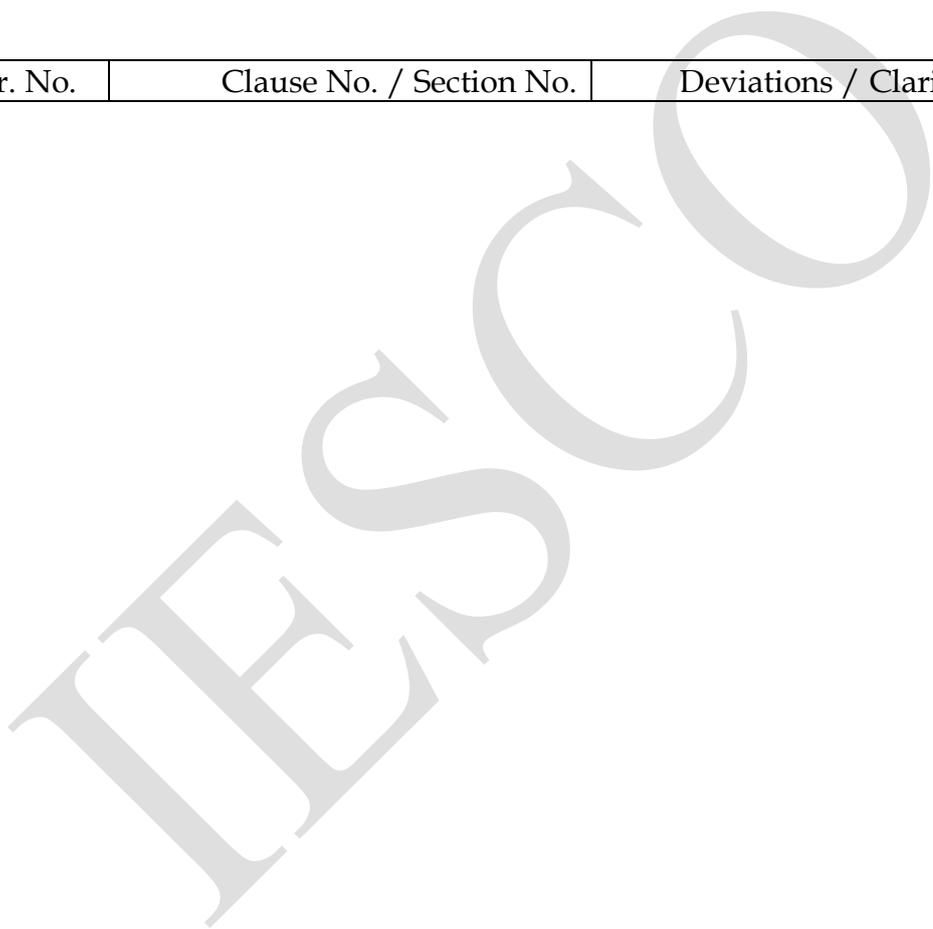
Deviations from Contractual Condition

Form DEV-II

DEVIATIONS FROM COMMERCIAL/CONTRACTUAL CONDITIONS

It is presumed that the tenderer shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations / Clarifications
---------	--------------------------	-----------------------------



**Current Litigation Information
Form LIT-1**

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

Pending Litigation			
➤ Pending litigation in accordance with Section III (Bid Data Sheet) Clause no. 11			
Year	Matter in Dispute	Value of Pending Claim in Pak Rupees	Value of Pending Claim as a Percentage of Net Worth

Power of Attorney (For signatory of Application)

[To be printed on a PKR 100 stamp paper]

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

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

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

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

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

FOR: [INSERT NAME OF APPLICANT FIRM/ COMPANY]

Signature: _____

Name: _____

Title: _____CNIC/Passport No. : _____

Specimen Signature of Appointing /Nominated /Authorized

i-----

ii-----

iii-----

Production Capacity of Manufacturer

Signed & Stamped by Manufacture

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

**Financial Situation
(Form FIN-1)**

Bidder/Supplier/JV
Financial Data for Previous 2 Years

Information from Balance Sheet

Financial Data for Last 2 Financial Years [Pak Rupee]		
Description	2024-25	2023-24
Total Assets		
Total Liabilities		
Net Worth		
Current Assets		
Current Liabilities		
Working Capital		

Information from income statement

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

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

**Average Annual Turnover
Form FIN-2**

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

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

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture as per audited financial statements of last 02 Years.

Annual Turnover Data for the Last 2 Years				
Sr. No	Year	Amount Currency	Exchange Rate if applicable	Pak Rupee Equivalent
1	2024-25			
2	2023-24			
Average Annual Turnover				

Financial Resources

Form FIN-3

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, after deduction of current commitments, available to meet the total orders cash flow demands of the subject contract or contracts.

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

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

Current/Completed Contract Commitments

Form FIN-4

Bidders and each partner to a JV should provide information on their current commitments on all contracts/orders that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts/orders approaching completion of same nature.,

Current/Completed Contract Commitments				
Sr. No.	Name of Contract/ Order	Employer 's Contact Address, Tel, Fax	Value of Outstanding orders [Pak Rupee Equivalent]	Estimated Delivery Date/Completion
1				
2				
3				
4				
5				

**DECLARATION OF BENEFICIAL OWNERSHIP INFORMATION FOR
PUBLIC PROCUREMENT OF CONTRACTS**

The “**Declaration of Beneficial Owners**” Information of Public Procurement Contract Awarded Regulations, 2022” require that all procuring agencies while engaging in public procurement contract worth Rs. 50 Million and above shall make a mandatory provision of beneficial ownership information of the company in the said contract as prescribed in following performa to these regulations. The procuring agencies while entering into such contracts shall publicize the beneficial ownership information of the company on PPRA’s website. The procuring agency shall forward all such contracts containing the beneficial ownership information to the Authority for placing it on PPRA’S website.

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	Identity of natural person who ultimately owns or controls the legal person or arrangement

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

Part-II The Gazette of Pakistan Extra

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 of the registered / principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)

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

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

INTEGRITY PACTDECLARATION 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: _____

Date: _____

[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] represent and warrants 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 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, representation or warranty.

[name of supplier] accepts 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 under any law, contract or other instrument, be voidable at the option of GoP.

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

[Buyer]_____
[Seller/Supplier]

SECTION-VII

GENERAL CONDITIONS OF THE CONTRACT

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>a) “Authority” means Public Procurement Regulatory Authority.</p> <p>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.</p> <p>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.</p> <p>d) The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.</p> <p>e) “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.</p> <p>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.</p> <p>g) The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>h) “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>m) “GCC” means the General Conditions of Contract contained in this section.</p> <p>n) “Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.</p> <p>o) “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>q) “Project Name” means the name of the project stated in SCC.</p> <p>r) “Day” means calendar day.</p> <p>s) “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.</p> <p>t) “End User” means the organization(s) where the goods will be used, as named in the SCC.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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			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	The documents forming the Contract shall be interpreted in the following order of priority: <ol style="list-style-type: none"> 1) Form of Contract, 2) Special Conditions of Contract, 3) General Conditions of Contract, 4) Letter of Acceptance, 5) Certificate of Contract Commencement 6) Specifications 7) Contractor's Bid, and Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - <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 and Copy Rights	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

10.	Performance Security(or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified check.
		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
11.	Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	<p>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.</p> <p>The supplier shall provide free of charge, all such assistance, instruments, machinery, testing appliances, manpower, labour and material as are normally/specially required for carrying out available type sample, routine, visual, and dimensional testing.</p> <p>Over and above normal inspection, the Chief Engineer (Material Inspection) or his authorized representative/s or by IESCO may carry out all possible and locally available tests, including the routine and sample tests, once during the currency of Purchase Order at RTL Faisalabad, HV&SC Testing Lab Rawat Islamabad, manufacturer's Lab, or any other local independent laboratory approved by the department.</p> <p>All expenses like testing fee, expenditure incurred for shipment of goods from manufacturer's premises to the testing laboratory, traveling, lodging/boarding and daily allowance of two NTDC/IESCO Engineers shall be borne by the manufacturer.</p>
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.
		13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris unless otherwise specified in SCC.
		13.3	Documents to be submitted by the Supplier are specified in SCC.

14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
		a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e)	Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	Spare Parts	17.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
		a)	Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b)	In the event of termination of production of the spare parts:
		i)	advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
		ii)	following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
18.	Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC.
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.

		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21.	Change Orders	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	Contract Amendments	22.1	Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	Sub-contracts	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC Clause 5.
25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 26 .
27.	Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 24 ; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
		h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		27.3	For the purpose of this clause: "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		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	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. 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

		28.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29.	Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30.	Termination for Convenience	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	The rate of the Arbitrator’s fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
33.	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34.	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8 ,
		a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
		b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party’s address specified in SCC.
		35.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

SECTION-VIII
SPECIAL CONDITIONS OF THE CONTRACT (SCC)

LESCO

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1(d)	Immediately after the issuance of Purchase Order.
2.	1.1(f)	As per Section IV of Bidding Document
3.	1.1(k)	The Procuring Agency is: <i>Chief Engineer (MM) IESCO</i>
4.	1.1(n)	Legitimate Delivery date as per Section -V Schedule of Requirement
5.	1.1(p)	The Supplier is: _____ Note: The Name and address of the Most Advantageous Bidder be written here while signing the Contract Agreement/Issuing Purchase Order with/ to him.
6.	1.1(q)	The title of the subject procurement or The Project is: Procurement of material as mentioned in the Invitation for BID & Price schedule.
Application and interpretation (GCC 2)		
7.	2.3	The Bidder shall sign each page of IESCO Blacklisting Mechanism provided in the Bidding document in addition to PPRA Rule-19, which shall be the part of Contract Agreement. For the Contracts/POs amounting to more than PKR 50 Million, the Supplier's "Declaration of Beneficial Owner (s) Information as per PPRA SRO 592(I)/2022 dated 10.05.2022" on prescribed proforma shall be part of the Contract agreement.
Governing Language (GCC 4)		
8.	4.1	The Governing Language shall be: <i>English</i>
Applicable Law (GCC 5)		
9.	5.1	The Applicable Law shall be: <i>Laws of the Islamic Republic of Pakistan</i>
Performance Security (or guarantee) (GCC 10)		
10.	10.1	The amount of performance security (or guarantee), as a percentage of the Purchase Order Price, shall be Five (5%) percent of the Contract Price in favor of CEO IESCO from Schedule Bank of Pakistan having rating A+ in shape of Bank Guarantee. Contractor will provide performance Guarantee at time of acceptance of Notification of Award/Letter of Intent.
11.	10.2	The Procuring Agency will have the right to forfeit the Security Bond / Bank Guarantee (Performance Bond):- (A) If the contractor: i) Fails to supply the goods within the time specified. ii) Commits any breach of contract. iii) Fails to account for the Import License issued on account of the purchaser. iv) Fails to account for the raw material secured by the contractor against any License or permit issued on account of the PA v) Fails to return drawings, design or any material belonging to the PA, which was to be returned in good condition to the Contracting Officer after the successful termination of the contract. (B) For other reasons specified in the Purchase Order by the PA for forfeiting the security deposit. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract or for any other reasons, the PA will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any other unit of DISCOs/GENCOs/NTDC/WAPDA/IESCO or from any money due to the Contractor from any unit of DISCOs/GENCOs/NTDC/WAPDA/IESCO.
12.	10.4	After delivery and acceptance of the Goods, 100% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.
Inspections and Tests (GCC 11)		
13.	11.1	Inspection of the material will be carried out at manufacturer's works by Chief Engineer (MI) PPMC Lahore jointly with Chief Engineer (MM) IESCO Islamabad or his authorized representative/s. Notice in writing shall have to be given to the inspecting Officer(s) by the firm/supplier when the store against the order is ready for inspection at least 15 days prior to the date of inspection. All reasonable facilities as provided in the specifications or followed by the Industry or Trade in General shall also have to be afforded to the Inspecting Officer/s by the firm/supplier at his own expenses for carrying out Inspection. The firm/supplier will have to deposit @ 0.5% of the cost of the material (non-reimbursable) along with the inspection call to the Chief Engineer (MI) PPMC Lahore. Note:- In view of peculiar nature of material being procured, inspection of material by the Chief Engineer (MI) PPMC or by IESCO will be carried out within Pakistan and the firm shall have to offer the material for inspection accordingly, in accordance with prescribed delivery schedule.

		<p>The Inspecting Officer may reject a part or the whole of the consignment tendered for inspection, if he found the material to be below the requirements of the particulars governing the supply given in the purchase order. In such cases:</p> <p>ii) The decision of the Inspecting Officer shall be binding on you.</p> <p>iii) If the material are rejected as aforesaid, then without prejudice to the right of the purchaser you may submit material in replacement of those rejected but re-submission will not mean extension of delivery period. Moreover, the firm/supplier will borne the expenses for the re-inspection of the material that will be offered against the rejected ones.</p> <p>iv) On final rejection the purchaser shall have the following rights:-</p> <p>a) To purchase the rejected goods at your cost and expense.</p> <p>b) To terminate the contract and recover from you the loss, the IESCO thereby incurs.</p>
Packing (GCC Clause 12)		
14.	12.2	<p>The following SCC shall supplement GCC Clause 12.2: The supplier will be responsible for packing the store suitable for transit by Rail / Road so as to ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at supplier's expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination</p>
Delivery and Documents (GCC Clause 13)		
15.	13.1	<p>For Goods supplied from abroad: <i>Not Applicable.</i></p>
16.	13.3	<p>For Goods from within Pakistan: Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:</p> <p>i) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>ii) delivery note, railway receipt, or truck receipt;</p> <p>iii) Manufacturer's or Supplier's warranty certificate</p> <p>iv) Inspection certificate issued by PPMC.</p> <p>v) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by Consignee before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
Insurance (GCC Clause 14)		
17.	14.1	Not Applicable
Related Services (GCC Clause 16)		
18.	16.1	Not Applicable
Spare Parts (GCC Clause 17)		
19.	17.1	Not Applicable
Warranty (GCC Clause 18)		
20.	18.2	<p>The supplier will furnish a Warranty Certificate, certifying that the goods supplied conform exactly to the Specifications laid down in the Contract and are brand new and that in the event of the material being found defective or not conforming to the Specifications/Particulars governing supply at the time of delivery and for a period of 12-months from the date of completion of supply, the supplier will be held responsible for all losses and that the unacceptable goods shall be substituted with the acceptable at your expense & cost.</p>
21.	18.4 & 18.5	The period for correction of defects in the warranty period is: Fifteen (15) Days.
Payment (GCC Clause 19)		
22.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied : 100% payment will be made by the Finance Director IESCO Islamabad, out of budget head _____ on production of following documents after necessary pre-audit:</p> <p>i. Bill in triplicate duly signed and stamped mentioning clearly NTN No. & GST No.</p> <p>ii. Delivery Challan and GRN duly stamped and signed by the consignee (in original)</p> <p>iii. Warranty certificate</p> <p>iv. Inspection certificate issued by the Chief Engineer (Material Inspection) PPMC, Lahore or his authorized representative or by IESCO not below the rank of Dy. Director (Inspection).</p>

		<p>v. Certificate issued by the Chief Engineer (MM), IESCO Islamabad regarding acceptance of Performance Bond</p> <p>vi. Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been paid by the supplier.</p> <p>vii. General Sales Tax Invoice.</p> <p>viii. Custom clearance certificate (if material is purchased from abroad)</p> <p>ix. Certificate issued from consignee store Manager that material received vide GRN No. _____ dated _____ has been taken on stock against stock code No. _____</p> <p style="text-align: center;">OR</p> <p>Finance Director IESCO will establish a confirmed and irrevocable Letter of Credit for Rs. _____/- through any nationalized bank of Pakistan in your favour. All charges relating to opening of <u>Letter of Credit</u> and negotiation thereon, shall be borne by you. The amount of material excluding General Sales Tax i.e. Rs. _____/- in the Letter of Credit shall be available for negotiation and en-cashable on submission of following documents:-</p> <p>i) Bill in triplicate mentioning clearly NTN No. & GST No.</p> <p>ii) Delivery Challan and GRN duly stamped and signed by the consignee</p> <p>iii) Warranty certificate</p> <p>iv) Inspection certificate issued by the Chief Engineer (MI) PPMC, Lahore or his authorized representative or by IESCO not below the rank of Dy. Director (Inspection)</p> <p>v) Certificate issued by the Chief Engineer (MM), IESCO Islamabad regarding acceptance of Performance Bond (in case of first claim only)</p> <p>vi) Certificate from Excise & Taxation Department, certifying the fact that all payable professional taxes have been cleared by the supplier.</p> <p>vii) General Sales Tax Invoice.</p> <p>viii) Certificate issued from consignee store Manager that material received vide GRN No. _____ dated _____ has been taken on stock against stock code No. _____</p> <p>The payment of amount of 18% General Sales Tax i.e. Rs. _____/- in the Letter of Credit shall be available for negotiation and en-cashable on production of General Sales Tax invoice and General Sales Tax return cum payment challan, as envisaged in clause 1-B(b) of P.O.</p> <p>Note:- i) All these documents enumerated in payment clause of P.O shall however, be got pre-audited by Finance Director IESCO before invoking the L/C and release of payment by the bank.</p> <p>ii) The expenditure will be charged to _____.</p> <p>iii) Partial deliveries and part payments are allowed.</p> <p>Moreover, the payment of Sales Tax @ 18% shall be made on production of Sales Tax Invoice and Sales Tax return cum payment Challan along with Sale Summary. Amount of sales tax invoice must be cross-verified from sales summary filed to FBR along with sales tax return. In case you pay lump sum Sales Tax for multi goods production, you will also submit an affidavit on non-judicial paper that "the challan includes the amount of Rs. _____ of sales tax for supply of _____ against P.O No. _____ dated _____.</p> <p>Note:- Partial deliveries and part payments are allowed but not advance payment.</p>
23.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be. (Not Applicable)
Prices (GCC 20)		
24.	20.2	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. Not Applicable and Price shall remain fixed and firm during currency of contract.
Delays in Supplier's Performance (GCC Clause 25)		
25.	25.3 & 28.2	<p>a) Extension of Time shall be considered by the Procuring Agency (PA) on following grounds:</p> <p>1) If delay is beyond the control of the Supplier and it is claimed that circumstances fall under the FORCE MAJEURE clause, extension may be allowed in the delivery period without imposing penalty i.e. liquidated damages as mentioned in the contract.</p> <p>2) If delay is on the part of inspector nominated by IESCO at the time of inspection call.</p> <p>* The supplier is bound to submit its request for extension within 15 days from the occurrence of such event.</p> <p>b) Extension of Time shall not be considered by the Procuring Agency (PA) for the following reasons.</p> <p>1) Contractor does not issue inspection call as per GCC clause - 11.1.</p> <p>2) Delay on the part of the contractor in the arrangement of raw materials.</p> <p>3) Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.</p> <p>4) Any other delay caused by the contractor or its person (s) without notification to purchaser.</p> <p>The extension in the delivery period is not allowed as a matter of routine as and when demanded by the Suppliers. Only in exceptional cases, an extension be granted in the delivery schedule as mentioned above.</p>

Liquidated Damages (GCC Clause 26)		
26.	26.1	<p>To recover from you liquidated damages levied at the rate of two percent (2%) per month or a fraction thereof subject to a maximum of ten percent (10%) of the Contract price (Liquidated damages will be deducted only on those materials which are undelivered during contract delivery period), except:</p> <ol style="list-style-type: none"> Where un-delivered stores (material) hold up the use of other stores (material), liquidated damages shall be levied on the total value of the Contract. The recovery of liquidated damages mentioned above can be effected from any payment due to you from any unit of DISCOs or NTDC
Termination for Default (GCC Clause 27)		
27.	27.1	<p>If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option either:-</p> <ol style="list-style-type: none"> To recover liquidated damages as prescribed in SCC Clause no. 26 To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery, or To cancel the contract at your risk and cost. <p>In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the purchaser may suffer on that account, but you shall not be entitled to any gain on repurchase made against the supply order. Moreover, if the maximum limit of LD is reached the Procuring Agency may consider termination of contract.</p> <p>(B) If during the course of execution of Contract, you are black-listed by GENCOs/WAPDA/DISCOs/NTDC/IESCO, 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 Contract. To stop further supplies with or without financial repercussions. To cancel the contract with or without reservation of rights. <p>(C) You may be blacklisted / debarred from future business with IESCO/DISCOS on the following grounds including the ones prescribed in the IESCO mechanism of blacklisting & PPRA Rules:</p> <ol style="list-style-type: none"> Making false statements and allegations to gain undue advantage. Commission of fraud. Fail to perform the contractual obligations. Fail to fulfill the technical provision of the Purchase Order during the execution of contract or breaches the contract. Fail to deliver the material as per the delivery schedule mentioned in the Purchase Order. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of a trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature
Force Majeure (GCC-28.1)		
28.		<p>The right of the IESCO to terminate the Contract, or to claim penalty or to liquidated damages shall be subject to the following circumstances, provided as a result of all or any of these events there has been delay in the performance of the contract by the Manufacturer or Supplier, or the contract has become incapable of being performed:-</p> <ol style="list-style-type: none"> Act of God. Act of State, War or any Act of the Enemy. Lock outs, Riots or Civil Commotion. Injunction granted by a Court of Competent jurisdiction not resulting from any fault of the Manufacturer or Suppliers. Restriction imposed by the government on the Import of any material relating to the manufacture of goods. Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer. Port delays due to bunker age or lighter age. Diversions of supplies by the Carrier without any fault or knowledge of the manufacturer or supplier. <p>Provided further that the Manufacturer/supplier has given notice to the IESCO within 14-days of the happening of any such event.</p>

Procedure for Dispute Resolution (GCC Clause 32)		
29.	32.3	<p>i) If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the fifty sixth (56) day after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause. Unless the Contact has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award. In any case where the conditions of Contract provide that the decision of the Engineer is to be final and conclusive, such decision shall not be referable to arbitration under this Clause nor shall the same be questioned in any other form of proceedings whatsoever.</p> <p>ii) If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the fifty sixth (56) days after the day on which he received the reference, then either the Employer or the Contractor may, on or before the twenty eighth (28) day after the day on which the said period of fifty six (56) days expired, as the case may be, give notice to the other party to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub Clause 16(v) no arbitration in respect thereof may be commenced unless such notice is given.</p> <p>If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notification of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the twenty eighth (28) day after the day on which the parties received notice as to such decision from the Engineer the said decision shall become final and binding upon the Employer and the Contractor.</p> <p>iii) Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 16(ii) arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably through mutual negotiation within ninety (90) days from the date of notification of Engineer's decision.</p> <p>iv) Any dispute in respect of which:</p> <p>a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 16(i) and</p> <p>b) amicable settlement has not been started/reached within the period stated in Sub Clause 16(iii) shall be finally settled, unless otherwise specified in the Contract, under the Rules of Pakistan Arbitration Act, 1940 (Act No.. X of 1940) and Rules made there under as amended, by one or more arbitrators appointed under such Rules.</p> <p>The said arbitrator(s) shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer for the purpose of obtaining said decision pursuant to Sub Clause 16(i). No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.</p> <p>The venue of arbitration proceedings shall be the place in Pakistan as mentioned in the Preamble to Conditions of Contract. Where nether the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub Clause 16(i) or 16(ii) and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub Clause 16(iv). The provisions of Sub Clauses 16(i) to 16(ii) shall not apply to any such reference.</p>
Notices (GCC Clause 35)		
30.	35.1	<p>Procuring Agency's address for notice purposes:</p> <p>Chief Engineer (MM) IESCO Head office, Street No. 40, Sector G-7/4, Islamabad</p> <p>Supplier's address for notice purposes:</p> <p>_____</p> <p>(To be provided after signing of Contract Agreement)</p>

SECTION-IX
CONTRACT FORMS

LESCO

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry Date _____

Letter by the Guarantor to the Purchaser / Employer.

Name of Guarantor (Bank) with address _____

Name of Principal (Tenderer) with address: _____

Penal Sum of Security (express in words and figures): _____

Contract No. _____ Date _____

Letter of Acceptance No. _____ Date _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____ (hereinafter called the "Purchaser/ Employer") in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the Employer/ Purchaser, 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 has accepted the Purchaser's/Employer's above said Letter of Acceptance for _____ (name of Contract) for the _____ (Name of Project)

NOW WHEREAS, 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 Purchaser/ Employer, with or without notice to the Guarantor, which notice is, hereby, waived 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 Guarantor being hereby waived, then, this obligation to be null and void; otherwise to remain in full force and effect till _____ (Date).

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser/ Employer without delay upon the Purchaser/ Employer's first written demand without cavil or arguments and without requiring he Purchaser/ Employer to prove or to show grounds' or reasons for such demand any sum or sums up to he amount stated above, against the Purchaser/ Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the guarantor to Purchaser/ Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Purchaser/ Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligation under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser/ Employer forthwith and without any reference to the Principal r any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed this instrument (Performance Guarantee) under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Guarantor (Bank))

Witness:	1. Signature	_____
	2. Name.	_____
	3. Title.	_____
1.	_____	_____
	(Corporate Secretary (Seal))	
2.	_____	_____
	(Name, Title & Address) (Seal)	(Corporate Guarantor) (Seal)