

Standard Bidding Document

HIRING A FIRM FOR OUTSOURCING MANPOWER IN SEPCO (T.NO.SEPCO/HRD/A9/2026/01) (Non-Consultancy Services)

National

Single Stage-Two Envelope

CORRIGENDUM # 1	CORR-P25292-001
Initiation Date	May 15, 2026



May 15, 2026

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(TMP) ,SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur (Division),
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The . (**Sukkur Power Electric Company (SEPCO)**) has reserved Funds for the procurement planned for FY **2025-26**. The . (**Sukkur Power Electric Company (SEPCO)**) intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the “**HIRING A FIRM FOR OUTSOURCING MANPOWER IN SEPCO (T.NO.SEPCO/HRD/A9/2026/01)**”

2. The . (**Sukkur Power Electric Company (SEPCO)**) invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, June 1, 2026 10:30 AM**. E-bids will be opened on the same day at **Monday, June 1, 2026 11:00 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is

available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

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

3. Fraud & Corruption

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. 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,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

1. Contents of Standard Bidding Document

1.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I - Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraud & Corruption

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

1.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

2. Clarifications

2.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

2.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

2.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

2.4. 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 bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document 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 8** .

2.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

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:

- 2.6.1. evaluation & qualification criteria;
- 2.6.2. required scope of work or specifications;
- 2.6.3. all securities requirements;
- 2.6.4. tax requirements;
- 2.6.5. terms and conditions of bidding documents; and
- 2.6.6. change in the ranking of the bidders.

From the time of bid(s) 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 through electronic form that provides record of the content of communication.

3. Amendment of Bidding documents

3.1. 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 addendum.

3.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

3.3. 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 bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

1. Documents Constituting the Bids

1.1. The bids prepared by the bidders shall constitute the following components: -

1.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

1.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

1.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

1.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

1.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

1.1.6. Any other document required in the BDS.

2. Documents Establishing Eligibility of the Services and Conformity to bidding documents

2.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

2.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

3. Documents Establishing Eligibility and Qualification of the Bidder

3.1. Pursuant to ITB 8, 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.

3.2. The documentary evidence of the bidder's eligibility to bids 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-IV titled as "Eligible Countries".

3.3. 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:

3.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

3.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

4. Form of Bid

4.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

5. Bids Prices

5.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

5.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

5.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

5.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

5.5. Prices quoted by the bidder shall be fixed during the currency 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, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

6. Price Adjustment

6.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

6.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

6.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.

7. Bids Currencies

7.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

8. Bid Validity Period

8.1. Bid(s) 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.

9. Bid Security or Bid Securing Declaration

9.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

9.2. 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 17.5

9.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

9.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, 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 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

9.4.1. the expiry of the Bid Security;

9.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

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

9.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

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

9.5.1. if a bidder:

9.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

9.5.1.2. does not accept the correction of errors pursuant to ITB 26; or

9.5.2. in the case of a successful bidder fails:

9.5.2.1. **to sign the contract in accordance with ITB 32; or**

9.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

9.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

10. Alternative Bids by Bidders

10.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

10.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

11. Withdrawal, Substitution, and Modification of Bids

11.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

12. Format and Signing of Bids

12.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

12.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

1. Submission of Bids through EPADS v2.0 before Dead deadline

1.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

1.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

1. Opening & Evaluation of Bids by the Procurement Cell

1.1. As per Rule 10 of Public Procurement Rules, 2004
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2004)

2. Opening & Evaluation of Bids by the Bid Evaluation Committee

2.1. As per Rule 11 of Public Procurement Rules, 2004
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up

to two billion rupees)

3. **Third Party Validation**

3.1. **In compliance with Rule 12** of Public Procurement Rules, 2004, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

4. **External Bid Evaluation Committee**

4.1. **As per Rule 13 of Public Procurement Rules, 2004**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

5. **Opening of Bids**

5.1. The Procuring Agency will open all bids through EPADS, 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 attendance sheet as proof of their attendance.

5.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

5.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

5.4. 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 the bid price, if applicable.

6. **Confidentiality**

6.1. 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 person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

6.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

7. Preliminary Examination of Bids

7.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

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

7.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

7.1.3. is accompanied by the required securities; and

7.1.4. is substantially responsive to the requirements of the bidding document.

7.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

7.3. 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.

8. Examination of Terms and Conditions, Technical Evaluation

8.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been

met without material deviation or reservation.

8.2. 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 21**, it shall reject the bids.

9. Correction of Errors

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

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

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

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

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

9.2. 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 that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17**.

10. Conversion to Single Currency

10.1. As per Rule 30(2) of Public Procurement Rules, 2004.

11. Evaluation of Bids

11.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive, pursuant to **ITB 24**.

11.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

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

11.4. The Procuring agency evaluation of a bid will take into account:

11.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

11.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 26**;

11.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 27**;

11.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

11.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

12. Determination of Most Advantageous Bids

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

13. Abnormally Low Financial Bids

13.1. Procuring agency may reject a bid if it 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, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

13.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

13.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

14. Rejection of Bids

14.1. As per Rule 33 of the Public Procurement Rules, 2004

15. Cancellation of procurement

15.1. As per Rule 33 of Public Procurement Rules, 2004

16. Single Responsive Bid

16.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

17. Alternate Dispute Resolution (ADR)

17.1. As per Rule 49 of Public Procurement Rules, 2004

18. Arbitration Clause

18.1. (Appointing Authority for the Arbitrator shall be Chief Justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

19. Fee of the Arbitrator

19.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

20. Socio-economic development

20.1. As per Rule 24 of Public Procurement Rules, 2004, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

21. Environmental objectives

21.1. As per Rule 4 of the Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

1. Appointment of Contract Manager

1.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Public Procurement Rules, 2004.

2. Criteria of Award

2.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

3. Procuring Agency's Right to reject All Bids

3.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

3.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

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

4.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

5. Notification of Award

5.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

5.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. 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).

5.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

6. **Signing of Contract**

6.1. 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. The successful bidder and the procuring agency shall sign the contract.

7. **Performance Guarantee**

7.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance 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.

7.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** 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.

8. **Advance Payment**

8.1. 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 Guarantee in the form provided in Contract Forms.

9. **Arbitration**

9.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

10. **Corrupt & Fraudulent Practices**

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

G. **Grievance Redressal & Complaint Review Mechanism**

1. **Constitution of Grievance Redressal**

1.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons 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.

2. **GRC Procedure**

2.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 20 and Redressal of Grievance Regulations, 2022

H. **Blacklisting/ Debarment**

1. **Procedure for Blacklisting/Debarment**

1.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.



Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **(Sukkur Power Electric Company (SEPCO))**

The subject of procurement is: **HIRING A FIRM FOR OUTSOURCING MANPOWER IN SEPCO (T.NO.SEPCO/HRD/A9/2026/01)**

Expected commencement date: **Monday, June 8, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2025-26**

Name and identification number of the Contract: **P25292**

BDS Clause Number 3

ITB Number 4.6

JV/Consortium or Association Allowed: **Yes**

Number of JV/Consortium Members: **3**

B. Bidding Documents

BDS Clause Number 4

ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Thursday, May 14, 2026

BDS Clause Number 5

ITB Number 8.1

Any addendum, in case issued, shall be published on . **(Sukkur Power Electric Company (SEPCO))** website and on **EPADS v2.0**.

BDS Clause Number 6

ITB Number 9.1

List of documents required along with the bid: No

BDS Clause Number 7

ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

ITB Number 7.6

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12

ITB Number 15.1

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

BDS Clause Number 13

ITB Number 16.1

The Bids/Bid Validity period shall be: **150 Days**

BDS Clause Number 14

ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

BDS Clause Number 15

ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for $180+28 = 208$ days.

BDS Clause Number 16

ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

ITB Number 21.1

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

(TMP) ,SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).

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

The deadline for Bids submission is: **Monday, June 1, 2026 10:30 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

ITB Number 26.1

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

Day : **Monday**

Date: **Monday, June 1, 2026**

Time : **11:00 AM**

BDS Clause Number 19

ITB Number 32.1

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

ITB Number 49.1

The Performance guarantee shall: **5.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

21.

51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22

ITB Number 53.1

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

Eligibility Criteria

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

Eligibility Criteria	Document
1) Eligibility Requirements of Bidders (Outsourcing of Manpower Services) All interested bidders, including single entities and Joint Ventures (JVs), shall meet the following mandatory eligibility criteria. Documentary evidence must be provided with the bid; otherwise, the bid shall be treated as non-responsive:	Yes

<p>Legal Status & General Information: The bidder shall provide details of name, registered address, legal status, and years of operations. In case of a JV, a valid agreement shall be submitted indicating the lead partner and roles of each partner. The bidder/JV shall also submit a firm profile showing experience with Government, Semi-Government, local and international organizations, including scope, description, and cost of similar services.</p>	<p>Yes</p>
<p>Experience Requirements: The bidder shall have a minimum of three (03) years' experience in HR outsourcing services. Preference will be given to firms with experience in Government organizations and/or power utility companies. The bidder/JV shall provide evidence of at least three (03) similar contracts. In case of a JV, partners' experience may be combined; however, the lead partner must have at least one (01) similar contract of comparable nature.</p>	<p>Yes</p>
<p>Registration & Tax Compliance: The bidder/JV partners shall possess valid registrations, including NTN and STRN with the Federal Board of Revenue, registration with the Securities and Exchange Commission of Pakistan (SECP) or partnership deed, and registration with Employees' Old-Age Benefits Institution (EOBI) and Sindh Employees' Social Security Institution (SESSI) or relevant authority. Proof of Active Taxpayer status (ATL) shall also be provided by all JV partners.</p>	<p>Yes</p>
<p>4. Financial Capacity a) The bidder shall have a minimum annual turnover of PKR 300 million related to HR outsourcing services, with an average of at least PKR 100 million over the last three (03) financial years. b) In case of a JV, the turnover of all partners may be combined to meet the requirement; however, the lead partner shall have at least 50% of the required turnover. c) Audited financial statements for the last three (03) years, duly certified by a registered audit firm, must be sub</p>	<p>Yes</p>
<p>5. Affidavits & Undertakings a) The bidder/JV partners shall submit an affidavit on judicial stamp paper confirming that they have neither been blacklisted nor debarred by any Government/Semi-Government organization. b) An undertaking shall be provided confirming that the bidder/JV partners have not been involved in any corrupt or fraudulent practices. c) The bidder/JV shall submit an undertaking to comply with all applicable labor laws and PPRA Rules & Regulations.</p>	<p>Yes</p>

Joint Venture (JV) Requirements: JVs are allowed; however, partners shall not exceed three (03). One partner shall act as Lead Partner, authorized through a Power of Attorney. All partners shall be jointly and severally liable for contract execution. The JV Agreement shall remain valid for the entire contract period. A firm may participate either individually or as a member of only one JV; multiple participation shall result in disqualification.	Yes
7. Additional Supporting Information The bidder/JV may provide any other documentary evidence supporting its technical capability, financial strength, and relevant experience to strengthen its bid.	Yes
Addendum No. 1: In response to Clause 4, Sub Clause 4.9 Page 6 of ITB (Eligible Bidders) In case of participation through a Joint Venture (JV), all responsibilities, documentary requirements, obligations, and compliance requirements under the bidding documents shall be fully fulfilled by the Lead Partner of the JV, who shall remain solely responsible on behalf of the JV before the Procuring Agency.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	70
Technical Evaluation Criteria Agency Profile=50 Marks	

<p>Average Annual Turnover: The Company/ Firm/Agency having average annual turnover of past Three years in in Millions (Attach Certified audited financial statements and bank statements as proof.) (Qualitative)(Doc Required)</p> <p>More than 300 million (15)</p> <p>Between 201-300 million (8)</p> <p>Between 101- 200 million (7)</p> <p>Below 100 million (3)</p>	15
<p>Years in Business: Number of years since inception of business operations as registered in SECP date as a Firm/Company providing HR/Manpower services (Qualitative)(Doc Required)</p> <p>10 years or more (10)</p> <p>Between 5-10 years (5)</p> <p>Below 05 years (3)</p>	10



<p>Core Team: Key Post Holders in management structure, Recruitment Department, Training Department in the Firm/Organization having posses Relevant Subject/Field Master Degree along with 5 years' Experience 5 in each Department (Qualitative)(Doc Required)</p> <p>Master Degree Holder more then 15 (15)</p> <p>Master Degree Holder Between 11-15 (10)</p> <p>Master Degree Holder Between 6-10 (5)</p> <p>Master Degree Holder Below 6 (0)</p>	15
<p>Total Staff of the company minimum graduation degree. (Qualitative)(Doc Required)</p> <p>If total employees' strength is 150 or more In Case of no documentary evidence zero marks shall be awarded. (10)</p> <p>Between 50-99 In Case of no documentary evidence zero marks shall be awarded. (5)</p> <p>Between 10-49 In Case of no documentary evidence zero marks shall be awarded. (2)</p>	10
Agency Credentials & Clientage=50 Marks	
<p>ISO Certification: Attached Valid ISO Certification a) ISO 14000 Quality Management System b) ISO 45001 Occupational Health and Safety c) ISO 14000 Environmental Management System (Qualitative)(Doc Required)</p> <p>If company posses 3 and above Relevant ISO Valid Certification (15)</p> <p>If company posses 2 Relevant ISO Valid Certification (10)</p> <p>If company posses 1 Relevant ISO Valid Certification (5)</p>	15

<p>Experience of providing manpower: (Copy of Work order/ certificate of completion) Technical experience in Outsourcing of HR services for Governmental Entities/Semi Governmental entities/MNC's/Banks. List of clients with address and details In Case of no documentary evidence zero marks shall be awarded. (Qualitative)(Doc Required)</p> <p>16 and above outsourced clients (At least 100 No. Manpower work order shall be considered) (20)</p> <p>Between 11-15 outsourced clients (At least 100 No. Manpower work order shall be considered) (15)</p> <p>Between 06-10 outsourced clients (At least 100 No. Manpower work order shall be considered) (10)</p> <p>Between 1-5 outsourced clients (At least 100 No. Manpower work order shall be considered) (5)</p>	20
<p>Total Number of Outsourced Resources (Copy of Work order/ certificate of completion) (Qualitative)(Doc Required)</p> <p>Outsourced staff 1000 & above (15)</p> <p>Outsourced staff between 500-999 (11)</p> <p>Outsourced staff between 300-499 (5)</p>	15

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
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Technical Staff	<p>Address: SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).</p> <p>Schedule: After Signing the Contract, Deployment of Manpower Shall be made with in 15 Days of Requisition Quantity: 200</p>	200	3120000
Non Technical Staff	<p>Address: SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).</p> <p>Schedule: After Signing the Contract, Deployment of Manpower Shall be made with in 15 Days of Requisition Quantity: 100</p>	100	1560000

Related Services :

Yes

Position	Related Services
Technical Staff	O&M of 11kV/LT lines, installation/replacement of poles and transformers, fault rectification, meter support, load shifting, breakdown handling, and PPE compliance.
Non Technical Staff	Provision of commercial support services including billing, recovery assistance, consumer facilitation, and record management.

Services Specifications

Positions Without Lots :

Position: Technical Staff

Specifications / Requirements:

Category Prescribed Qualification Technical Staff Matriculation only (Minimum &Maximum) Age: -18-30 years (Urban) including general age relaxation -18-33 years (Rural) including general age relaxation Physical Parameters: Medical Category 'A' Height Minimum 5 FL. 4 Inches Chest Minimum 32 Inches Weight As per Body Mass Index Chart (BMI) 5% relaxation on upper side Skill/Physical Test Criteria: 1. Running: 800 meters in five (05) minutes II. Push Ups Dund: 20 in a single attempt in 03 minutes iii. Lifting of weight: 30 KG in single attempt iv. Digging: 1 ditch of length, Depth, width (2x2x2) v. Climbing Skill: (Tower Ladder) Climbing upto 10 feet on tower / ladder wearing safety equipment vi. Pulling of Wires: In one span of 100 feet.

Position: Non Technical Staff

Specifications / Requirements:

Category Prescribed Qualification Non-Technical Staff B.A / BSC/ B.Com & BSC 06 weeks Basic IT Training Course (Included MS Office) conducted by NITB/TEVTA institute affiliated with recognized by board of Technical Education/Higher Education Commission.

Scope of Work

Sukkur Electric Power Company (SEPCO) intends to hire skilled/technical and non-technical manpower through an outsourcing firm to support its operational and commercial activities across its jurisdiction.

1. General Requirements

The contractor/firm shall provide adequately trained, qualified, and well-disciplined personnel to SEPCO. The manpower shall be deployed across all operational areas including Circles, Divisions, Sub-Divisions, and Directorates within SEPCO's jurisdiction.

2. Categories of Manpower

The manpower shall include, but not be limited to, the following categories:

Technical Staff (e.g., allied field staff)

Non-Technical/Commercial Staff.

The provision of manpower is not restricted to the above categories and may be increased or decreased as per SEPCO's requirements during the contract period.

3. Quantity of Manpower

Approximately 300 personnel shall be deployed; however, the actual number shall be as per requirement. SEPCO reserves the right to increase or decrease the manpower at any time during the currency of the contract without any financial liability.

4. Deployment & Jurisdiction

The contractor shall ensure deployment of manpower throughout SEPCO's jurisdiction, including but not limited to Sukkur, Khairpur, Ghotki, Kandhkot, Shikarpur, Jacobabad, Larkana, Kamber-Shahdadkot, Dadu, and Naushehro Feroze districts.

5. Time for Deployment

The contractor shall provide the required manpower within fifteen (15) days from the date of issuance of requisition by SEPCO.

6. Skill Assessment

All deployed personnel shall be subject to assessment and approval by SEPCO's designated committee prior to deployment. Only those candidates meeting the required standards shall be accepted.

7. Duties & Responsibilities

Technical Staff: Operation and maintenance of distribution lines, fault rectification, installation/replacement of equipment, and emergency handling in compliance with safety standards.

Non-Technical Staff: Meter reading, bill distribution, recovery support, consumer facilitation, record keeping, and administrative assistance.

8. Contractor's Responsibilities

Ensure availability of trained and experienced manpower.

Maintain discipline, performance, and conduct of deployed staff.

Ensure compliance with applicable labor laws, safety regulations, and statutory requirements.

Provide necessary safety gear (PPE) to technical staff.

Replace any unsatisfactory or absent personnel promptly.

9. SEPCO's Rights

SEPCO reserves the right to accept/reject any personnel.

SEPCO may revise manpower requirements during the contract period.

SEPCO may conduct periodic performance evaluations of deployed staff.

Price Schedule

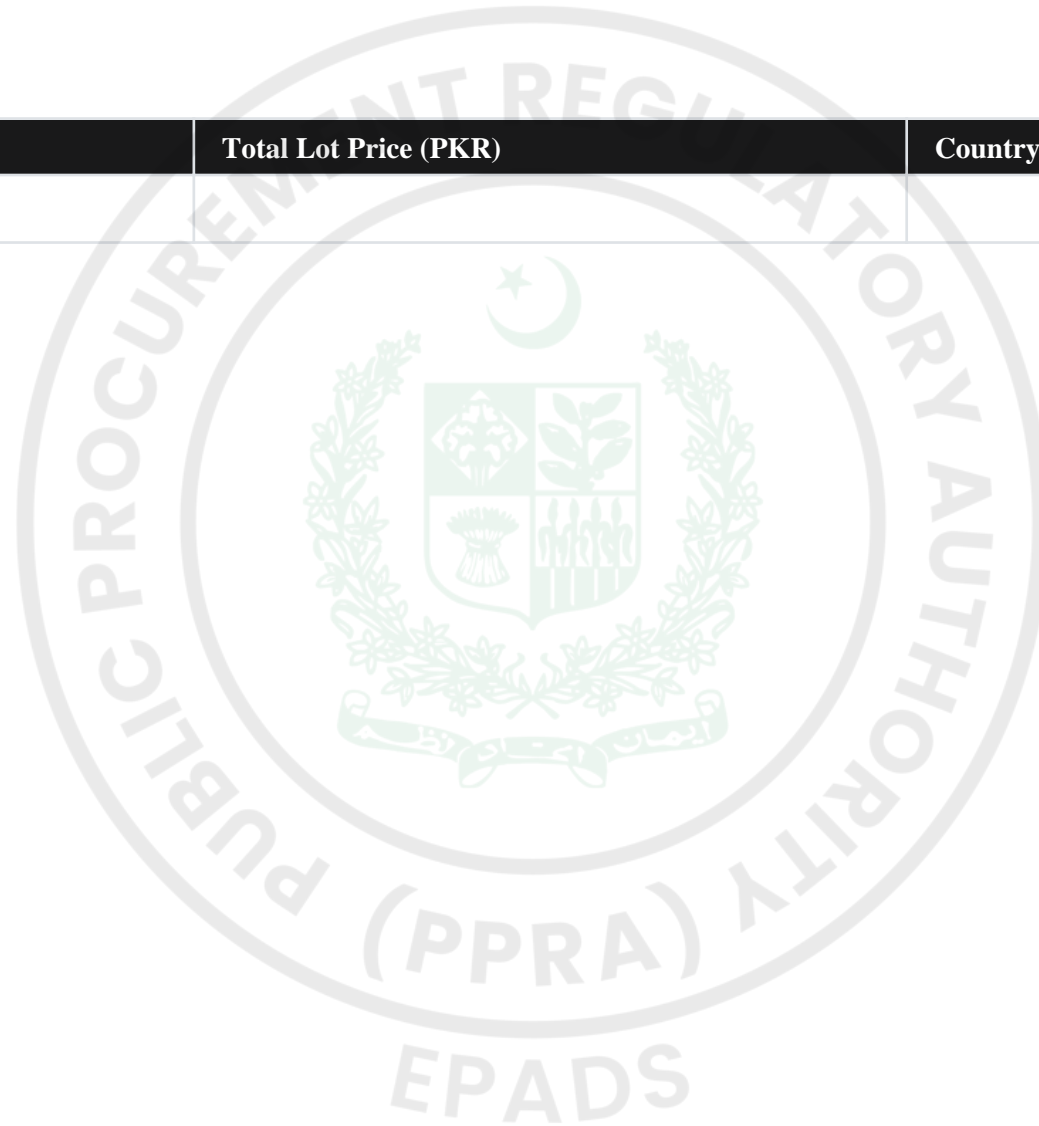
For Individual Positions

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

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

For Lots

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







General Conditions of Contract

A. General

1. Definitions

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

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

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

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

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

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

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

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. **Authorized Representatives / Authority of Member in charge**

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

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

1. **Effectiveness of Contract**

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

2. Commencement of Services

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

3. Program schedule

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

4. Starting Date/Expiration Date

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

4.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

5. Entire Agreement

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

6. Modification

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

6.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

7. Force Majeure

7.1. Definition

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

7.2. No Breach of Contract

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

7.3. Extension of Time

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

7.4. Payments

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

8. Termination

8.1. By the Procuring Agency

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

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

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

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

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

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

8.2. By the Contractor

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

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

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

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

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

C. Obligations of the Contractor

1. General

1.1. Standard of Performance

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

1.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

1.2. Law Applicable to Services

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

2. Conflict of Interests

2.1. Contractor Not to Benefit from Commissions and Discounts

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

2.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

2.3. Prohibition of Conflicting Activities

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

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

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

2.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

3. Insurance to be Taken Out by the Contractor

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

4. Contractor's Actions Requiring Procuring Agency's Prior Approval

4.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

4.1.1. appointing such members of the Personnel not provided by the Contractor;

4.1.2. changing the Program of activities; and

4.1.3. any other action that may be specified in the SCC.

5. Reporting Obligations

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

6. Liquidated Damages

6.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

6.2. Correction for Over-payment

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

6.3. Lack of performance penalty

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

7. Performance Guarantee

7.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

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

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

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

8. Sustainable Procurement

8.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

1. Description of Personnel

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

2. Removal and / or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

1. Change in the Applicable Law

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

2. Services and Facilities

2.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

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

F. Payments to the Contractor

1. Contract Price

1.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

2. Terms and Conditions of Payment

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

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

3. Quality Control Identifying Defects

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

4. Correction of Defects, and Lack of Performance Penalty

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

4.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

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

5. Settlement of Disputes Amicable Settlement

5.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6. Dispute Settlement

6.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Definitions

The Procuring Agency is: (Sukkur Power Electric Company (SEPCO)),Deputy Manager(TMP) ,SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).

The Supplier is:

The title of the subject procurement is:HIRING A FIRM FOR OUTSOURCING MANPOWER IN SEPCO (T.NO.SEPCO/HRD/A9/2026/01)

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

. (Sukkur Power Electric Company (SEPCO)),Deputy Manager (TMP) ,SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).

+92-345-383-9737

raheem.sohu@sepco.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

. (Sukkur Power Electric Company (SEPCO)),Deputy Manager
(TMP) ,SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur
(Division), Sindh (Province).
+92-345-383-9737
raheem.sohu@sepco.com.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

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

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.06% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Inspections & Tests Requirements

1. All proposed manpower shall be verified by SEPCO prior to deployment, including CNIC (NADRA verified), educational/technical qualifications, experience certificates, recent photographs, complete personal record, police character certificate, and medical fitness certificate. No staff shall be deployed without prior approval of SEPCO.
2. Physical & Technical Fitness Inspection All personnel must be physically fit, mentally alert, and capable of performing assigned duties. For technical staff, verification of trade skills / field capability shall be carried out. SEPCO reserves the right to conduct skill tests/interviews where required.
3. The contractor shall ensure and SEPCO may inspect compliance of: Minimum Wages (Federal / Sindh Govt.) EOBI & Social Security registration Income tax deductions & ATL status Payment of salaries through bank accounts Non-compliance shall be treated as breach of contract.

4. Deployment & Attendance Verification Staff shall be deployed only after issuance of deployment order / acceptance by SEPCO. Attendance, shift duty, and working hours shall be monitored by SEPCO field formations. Random checks may be conducted to verify presence and performance.
5. Performance Monitoring & Inspection Continuous monitoring of staff performance by SEPCO inspection teams. Evaluation based on: Discipline and conduct Efficiency in assigned tasks Compliance with safety procedures Any misconduct, negligence, or poor performance shall lead to replacement.
6. Safety & Conduct Inspection: Staff shall comply with safety SOPs and use PPE at all times. Zero tolerance for misconduct, insubordination, theft/corruption, and drug/alcohol use. SEPCO may conduct spot safety audits.
7. Replacement: Any staff found medically unfit, unskilled, with fake/invalid documents, or involved in misconduct shall be replaced within 48 hours. Replacement staff shall undergo the same verification process.
8. Audit & Record Verification: SEPCO may conduct periodic (monthly/quarterly) audits and verify salary payments, EOBI, and SESSI contributions. The contractor shall provide complete records on demand.
9. Acceptance Criteria: Manpower shall be accepted only if documents are complete and verified, qualifications/skills are met, medical and police clearance is provided, compliance with labor laws is ensured, and performance during the trial period is satisfactory.
10. Rejection Criteria: SEPCO may reject manpower for incomplete/fake documents, qualification/experience, medical unfitness, poor performance/misconduct, or non-compliance with legal requirements.

Delivery & Documents

- Delivery: 1. Mobilization & Deployment Timeline The Contractor shall deploy the required manpower within 15 days from the date of issuance of written requisition/work order by SEPCO. In urgent/emergency cases, deployment shall be ensured within 48 to 72 hours, as directed by SEPCO.
2. Place of Deployment Manpower shall be deployed at any office, division, subdivision, warehouse, or field formation within SEPCO jurisdiction. Transfer/posting of staff between locations shall be carried out as per SEPCO requirements without additional cost.
 3. Delivery Condition (Fitness & Readiness) All deployed personnel shall be: Medically fit (Category "A") Properly trained and skilled as per assigned category Equipped with required tools, uniform, and PPE (where applicable) Staff shall be considered "delivered" only after physical reporting and acceptance by SEPCO.
 4. Deployment Verification & Acceptance Deployment shall be subject to: Verification of documents Skill/physical test (for technical staff) Approval by SEPCO committee A Deployment/Acceptance Certificate shall be issued by the concerned SEPCO officer.
 5. Trial / Acceptance Period Each deployed resource shall undergo a trial period of 30 days. SEPCO reserves the right to reject any staff during this period without assigning reason.
 6. Short / Non-Delivery Failure to deploy required manpower within stipulated time shall result in: Deduction as per contract Penalties for short deployment Arrangement from alternate source at contractor's risk & cost
 7. Replacement Delivery Replacement of rejected/absent manpower shall be ensured within: 03 days (normal cases) 48 hours (urgent cases) Replacement staff must meet same qualification and verification criteria.

8. Continuous Availability Contractor shall ensure uninterrupted availability of manpower throughout contract period. No disruption in services shall be acceptable under any circumstances.

Documents Required: 1. Mandatory Personal Documents Each deployed individual must submit: Copy of valid CNIC Recent passport size photographs (02) Complete Bio Data / CV Present & permanent address with contact details

2. Educational & Professional Documents Verified copies of: Academic certificates Technical diplomas (if applicable) Experience certificates

3. Verification & Clearance Documents Police Character Certificate / Verification (mandatory before deployment) Affidavit of no criminal record Undertaking of compliance with SEPCO rules

4. Medical & Fitness Documents Medical Fitness Certificate (Category A) from recognized hospital Fitness for field duties (for technical staff)

5. Employment & Compliance Documents Appointment/Employment letter issued by contractor Proof of: EOBI registration SESSI / Social Security registration Insurance coverage (Group Life / accidental)

6. Operational Documents Copy of SEPCO-issued ID card / Contractor ID card Attendance record format approval Bank account details for salary transfer (if required)

7. Category-Specific Documents Driving License (for drivers – LTV/HTV valid) Skill certification/trade test (for technical staff) Typing/IT certification (for data entry roles)

8. Submission & Record Keeping Complete documents shall be: Submitted before deployment Maintained in hard & soft record by contractor Produced to SEPCO for audit/verification at any time

9. Non-Compliance Any manpower with: Incomplete documents Fake/forged certificates Missing verification shall be rejected immediately and replaced at contractor's cost.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

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

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

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

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

dispute liable to pay the costs of another party to the dispute.

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

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

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

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



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P25292**

To: . (Sukkur Power Electric Company (SEPCO)), Deputy Manager(TMP) ,SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between. (**Sukkur Power Electric Company (SEPCO)**), Deputy Manager(TMP) ,SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **HIRING A FIRM FOR OUTSOURCING MANPOWER IN SEPCO (T.NO.SEPCO/HRD/A9/2026/01) (P25292)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [add here: any other documents]

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

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

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

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

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: . (Sukkur Power Electric Company (SEPCO)),Deputy Manager(TMP) ,SEPCO Head Office, Admin Block, Old Thermal Power Station, Sukkur, Sukkur (District), Sukkur (Division), Sindh (Province).

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods(hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Annexure

INTRODUCTION OF EMPLOYER,BASIC ELIGIBILITY CRITERIA FOR SUBMISSION OF BID,INSTRUCTIONS TO BIDDERS,BID VALIDITY AND BID SECURITY:

Information (Read-Only)

See Form Under Additional Forms and Documents: **INTRODUCTION OF EMPLOYER,BASIC ELIGIBILITY CRITERIA FOR SUBMISSION OF BID,INSTRUCTIONS TO BIDDERS,BID VALIDITY AND BID SECURITY:** (page number: 78)

BID DATA SHEET BDS

Information (Read-Only)

See Form Under Additional Forms and Documents: **BID DATA SHEET BDS** (page number: 80)

GENERAL CONDITIONS,SCOPE OF WORK,CONTRACT PERIOD,PRISCRIBED QUALIFICATION,DRESS CODE OF THE OUTSOURCED TECHNICAL STAFF (Line staff Only):

Information (Read-Only)

See Form Under Additional Forms and Documents: **GENERAL CONDITIONS,SCOPE OF WORK,CONTRACT PERIOD,PRISCRIBED QUALIFICATION,DRESS CODE OF THE OUTSOURCED TECHNICAL STAFF (Line staff Only):** (page number: 83)

PROCESS OF HIRING AND BID INSTRUCTIONS

Information (Read-Only)

See Form Under Additional Forms and Documents: **PROCESS OF HIRING AND BID INSTRUCTIONS** (page number: 85)

ANNEXTURE-A DOCUMENTS CHECKLIST RELATED TO ELIGIBILITY CRITERIA

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ANNEXTURE-A DOCUMENTS CHECKLIST RELATED TO ELIGIBILITY CRITERIA** (page number: 86)

ANNEXTURE-B TECHNICAL EVALUATION CRITERIA

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ANNEXTURE-B TECHNICAL EVALUATION CRITERIA** (page number: 87)

ANNEXURE C-I BIDDER INFORMATION FORM,MANDATORY DOCUMENT CHECKLIST, DECLARATION/AFFIDAVIT (NON-BLACKLISTING & NON-DEBARMENT),FINANCIAL CAPACITY FORM,BID SECURITY FORM ,UNDERTAKING FOR COMPLIANCE WITH LABOUR LAWS,INTEGRITY PACT

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ANNEXURE C-I BIDDER INFORMATION FORM,MANDATORY DOCUMENT CHECKLIST, DECLARATION/AFFIDAVIT (NON-BLACKLISTING & NON-DEBARMENT),FINANCIAL CAPACITY FORM,BID SECURITY FORM ,UNDERTAKING FOR COMPLIANCE WITH LABOUR LAWS,INTEGRITY PACT** (page number: 89)

FINANCIAL EVALUATION CRITERIA (FEC) ,TERMS & CONDITIONS ,MINIMUM WAGES CLAUSE ,PAYMENT TERMS,PERFORMANCE APPRAISAL/TARGETS OF WORK,TERMINATION OF CONTRACT,PENALTIES/LIABILITIES,ANY MISHAP(S) AT WORKPLACE,

Information (Read-Only)

See Form Under Additional Forms and Documents: **FINANCIAL EVALUATION CRITERIA (FEC) ,TERMS & CONDITIONS ,MINIMUM WAGES CLAUSE ,PAYMENT TERMS,PERFORMANCE APPRAISAL/TARGETS OF WORK,TERMINATION OF CONTRACT,PENALTIES/LIABILITIES,ANY MISHAP(S) AT WORKPLACE,** (page number: 98)

ANNEXURE-B FINANCIAL EVALUATION FORMULA

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ANNEXURE-B FINANCIAL EVALUATION FORMULA** (page number: 105)

ANNEXURE-E FORM OF BID

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ANNEXURE-E FORM OF BID** (page number: 107)

ANNEXURE-F PERFORMANCE GARRANTTEE

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ANNEXURE-F PERFORMANCE GARRANTTEE** (page number: 109)

Eligibility & qualification OF JV

Information (Read-Only)

See Form Under Additional Forms and Documents: **Eligibility & qualification OF JV** (page number: 110)

ADDENDUM NO.2 IN RESPONSE TO PRE-BID MEETING

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ADDENDUM NO.2 IN RESPONSE TO PRE-BID MEETING** (page number: 115)

ADDENDUM NO.3 IN RESPONSE TO PRE-BID MEETING

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **ADDENDUM NO.3 IN RESPONSE TO PRE-BID MEETING** (page number: 117)





Procurement Forms

Past Experience and Completed Contracts

The firm must possess a minimum of three (03) years of experience in HR outsourcing, preferably with government sector entities, power utility companies, or similar organizations. Additionally, the firm must have successfully completed at least three (03) contracts of a similar nature. Documentary evidence in support of the above requirements shall be provided along with the application

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 126)

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

The firm is required to duly complete this form and provide accurate and complete information regarding the above matters.

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 127)

Current Contracts and Their Progress

The firm is required to duly complete this form and provide accurate and complete information regarding the above matters.

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 129)

Financial Capacity and Net Worth Evaluation Form

The firm shall provide the required information along with documentary evidence for last 3 financial yearsof its financial capacity after duly completing the form. Such evidence shall include bank statements, audited financial reports, for the specified period, in support of the information provided.

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 130)

Average Annual Turnover

The firm shall provide the required information along with documentary evidence of its financial average annual turnover after duly completing the form. Such evidence shall include average annual turnover bank certificate of last 3 years , in support of the information provided.







Additional Forms and Documents

INTRODUCTION OF EMPLOYER

Sukkur Electric Power Company (SEPCO) is a Public Limited Company incorporated under the Companies Ordinance 1984 and registered with SECP. It is playing a vital role in "Pakistan's Economy" by supplying "Electricity" to the Domestic, Commercial consumers, Agricultural and Industrial Units of "Northern Sindh" to approximately 0.8 million consumers, within defined geographical area of Sukkur, Khairpur, Ghotki, Kandhkot, Shikarpur, Jacobabad, Larkano, Kamber-Shahdadkot, Dadu, Naushehro Feroze Districts.

SEPCO comprises of total 09 circles including Operation & other (including 30 Division and 98 Sub Divisions), Grid System Construction & Grid System Operation Circles, Metering & Testing Directorate and other support functions like Surveillance & Investigations, Legal, Management Information System, Project Management Unit and Material Management Directorate, with approximately 7,000 employees. We believe that it is the quality of the Human Resources and the effectiveness of its organizational structure that will enable SEPCO to meet shareholder's expectations for all times to come.

SEPCO is a non-statutory company. Presently SEPCO HR department is practicing HR management functions, following service structure based on Govt. Rules & Regulations, implementation of procedures keeping in view the rules, policies & amendments/addition of service condition as negotiated with CBA.

OBJECTIVE OCB.

Through Open competitive bidding documents, Sukkur Electric Power Company (SEPCO) intends to outsource manpower (skilled & Unskilled) in an efficient and transparent manner. The selected Firm is required to comply with all instructions provided in the Scope of Work "SOW" as provided in this document. The objectives of this tender document are as follows:

- a) To provide a basic understanding of requirements to the prospective bidder
- b) To list general instructions for the prospective bidders
- c) To provide the scope of work
- d) To define eligibility criteria for the prospective bidders

INVITATION TO BID

Sukkur Electric Power Company (SEPCO) is interested to engage services of an experienced Firm/Company for providing Human Resource for an initial period of 01 years, extendable with mutual consent up to 3 years. All interested organizations / firms are requested to complete the Information/Data Forms given in this document.

BASIC ELIGIBILITY CRITERIA FOR SUBMISSION OF BID:

- a. Name, address & legal status, years of operations of the applicant.
- b. Individual/Firm profile with general experience in Govt/Semi-Govt/local/international Companies with description, cost and scope of works / services provided etc.
- c. NTN Certificate.
- d. Affidavit that the firm has neither been blacklisted nor involved in any corrupt practices.
- e. Any other information in support of capability and experience of the firm.
- f. Minimum 03 years' experience in HR Outsourcing preferably with Government Sector/ Power utility company/ Organization.

- g. Registration with SECP, PPRA & FBR (NTN+SALES TAX), EOBI, SSI etc. is compulsory/mandatory.
- h. The HR Services provider should have a minimum annual Turn Over relating to outsourcing of HR Services of Rs. 300 million (average 100 million for a period of 3 years) for the last three financial years and shall submit audited financial statements from a registered audited firm.

INSTRUCTIONS TO BIDDERS:

- a) E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on e-Pak Acquisition and Disposal System (EPADS) at <https://vendors-training.epads.gov.pk> for all the interested bidders registered on EPADS v2.0. Bidders are required to get themselves registered on EPADS v2.0 to participate in Bidding process.
- b) The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through EPADS v2.0 on or before May 19, 2026 10:00 AM. E-bids will be opened using EPADS v2.0 on the same day at May 19, 2026 11:00 AM. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of EPADS v2.0.
- c) Deadline for submission of **Bids 19/05/ 2026 before 10:00 AM**
- d) Venue: Office of **HR & Admin Director**, First Floor, SEPCO Head Office Admin Building, TPS, Old Sukkur, Sukkur.
- e) Date and Time of **Bid Opening 19/05/ 2026 before 11:00 AM**

BID VALIDITY AND BID SECURITY:

The bids shall remain valid for a period of one hundred twenty (150) days from the date of opening of bids.

The bidder shall submit a Bid Security in the form of CDR/Bank Guarantee issued by a scheduled bank of Pakistan, which shall remain valid for a period of one hundred fifty (180) days from the date of bid opening.

In case the procurement process is not completed within the original bid validity period, SEPCO may request the bidders, in writing, to extend the validity of their bids. The bidders shall also extend the validity of their Bid Security accordingly.

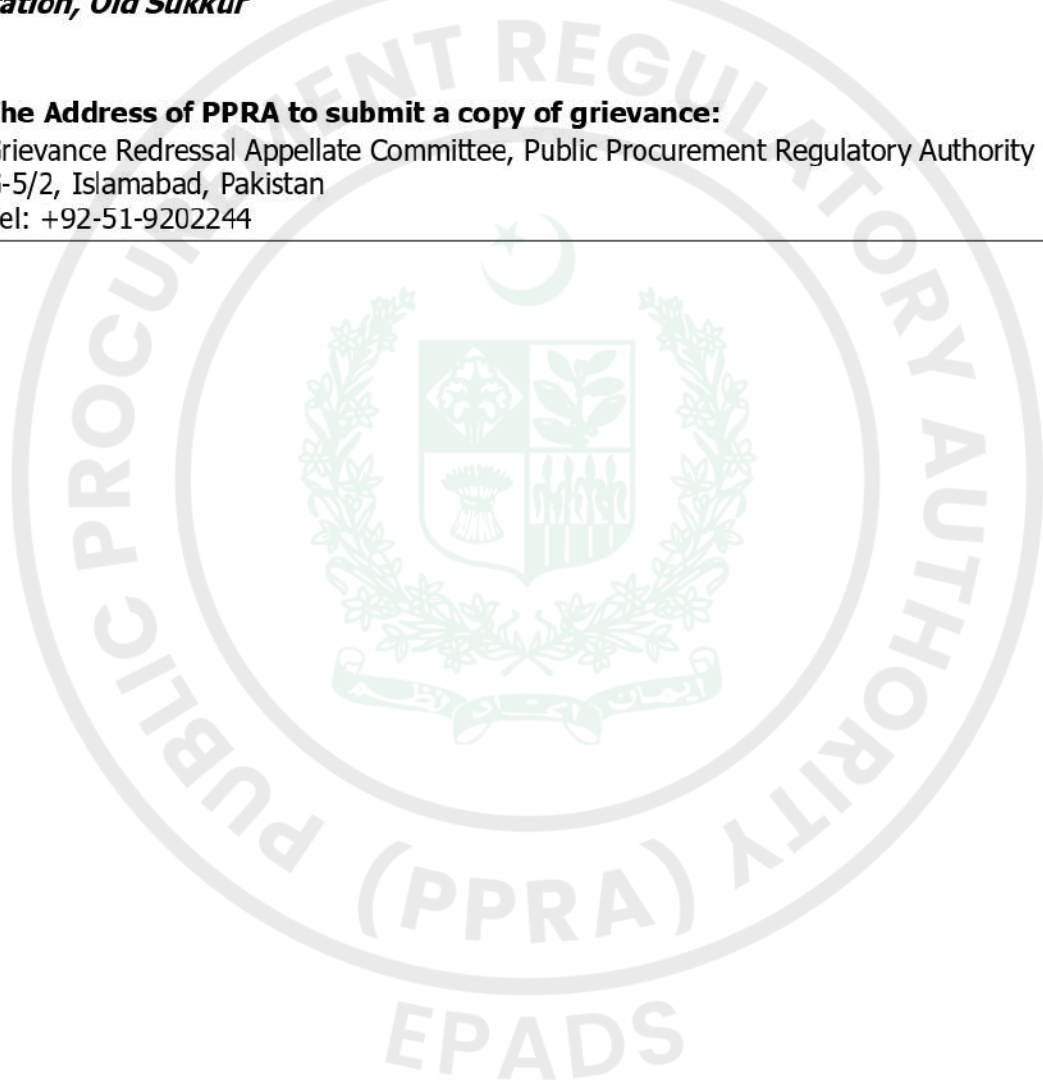
If any bidder does not agree to such extension, its bid shall not be considered for further evaluation; however, the Bid Security shall not be forfeited.

BID DATA SHEET (BDS)

A. INTRODUCTION	
i.	Name of Procuring Agency: SUKKUR ELECTRIC POWER COMPANY (SEPCO) The subject of procurement is: HIRING A FIRM/COMPANY FOR OUTSOURCING OF MANPOWER IN SEPCO TENDER NO. SEPCO/HRD/A9/2026/01
BIDDING DOCUMENTS	
ii.	The Bid documents with all relevant supporting documents are to be completed and uploaded on E-PADS v2.0 System.
	Clarification regarding Bidding Documents shall be requested through EPADS only
iii.	A Pre-Bid Meeting shall be held on 13th May 2026 at 11:00 AM at SEPCO Headquarters, Sukkur. All prospective bidders are encouraged to attend the meeting in person. Provision for online participation shall also be available through Zoom. The Zoom meeting link shall be shared with interested bidders upon request. For obtaining the Zoom link and further details, bidders may contact the Manager (Admin), SEPCO Sukkur at mobile number No. 03453616362 Participation in the Pre-Bid Meeting is optional; however, bidders are advised to attend/participate to seek clarifications regarding the bidding documents
PREPARATION OF BIDS	
iv.	The Language of all correspondences and documents related to the Bid is: English
v.	Mandatory Documents Required As Per Clause 4 page No 04 The qualification criteria is mentioned at Clause No.25
vi.	The price shall be fixed (firm and final).
vii.	The amount of Fix Bid Security shall be PKR. 4,680,000/ in favor of Chief Executive Officer SEPCO.
viii.	The Bid Security shall be in the form of CDR / Bank Guarantee (Original Instrument) along with covering letter in a sealed envelope before the bid closing, otherwise Bid will be Rejected.
D. SUBMISSION OF BIDS	
ix.	e-Bid must be submitted on e-PADS.
x.	Title of the subject Procurement or Project name: HIRING A FIRM/COMPANY FOR OUTSOURCING OF MANPOWER IN SEPCO ITB title and No: TENDER NO. SEPCO/HRD/A9/2026/01
xi.	The deadline for Bid submission: 10:00 AM – 19.05.2026
E. OPENING AND EVALUATION OF BIDS	

xii.	The Bid opening shall take place on / at: 11:00 AM – 19.05.2026. SEPCO HQ ,Admen Block Old thermal Power Station,Old Sukkur
xiii.	The currency for Bid evaluation and comparison purpose to convert all Bid prices expressed in various currencies is: PKR The source of exchange rate shall be: <i>[SBP]</i> The date of exchange rate shall be: <i>[opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day]</i>
xiv.	Evaluation Techniques: Quality and Cost Based Selection (QCBS) Technical: 60%, Financial: 40%, Technical Passing Marks 70
<u>E. AWARD OF CONTRACT</u>	
xv.	SEPCO reserves right to increase / decrease up to 15% the Manpower as per requirement of the Company during the period of Contract.
xvi.	The Performance Security (or guarantee) shall be: amount up to 5 % percent of the Contract Price. (Tentative One year Cost)
xvii.	The Performance Security (or guarantee) shall be in the form of: CDR / Bank Guarantee/Pay Order/Demand Draft
xviii.	The Advance Payment if essential shall be limited to [Not Applicable].
xix.	ARBITRATOR. If any dispute of any kind whatsoever shall arise between SEPCO and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through Arbitrator shall be appointed by mutual consent of both parties, after consultation between the contractor & procuring agency to act as the adjudicator in case of any arisen disputes. iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The Arbitration shall take place in SEPCO Sukkur and proceedings will be conducted in English language. iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that SEPCO shall pay the supplier any monies due to the Supplier. Furthermore, the supplier agrees that the territorial jurisdiction of the litigation shall be Sukkur District. No court other than Sukkur District will entertain any judicial matter in respect thereto
<u>F. REVIEW OF PROCUREMENT DECISIONS</u>	

xx.	The Grievance must be submitted on E-PADS.
xxi.	<p>Grievance Redressal Committee (GRC): A Grievance Redressal Committee (GRC) has been constituted for by the SEPCO Management to address and Redressal of complaints of participated bidders in SEPCO Tenders. The composition of the GRC is as follows: Convener: Operational Director SEPCO Sukkur Member: Additional Deputy Manager Legal , HQ, SEPCO, Sukkur Member: Manager Corporate Account O/O Finance Director, SEPCO, Sukkur</p> <p>2. Address for Submission of Complaints: All complaints must be submitted in writing to the Convener, GRC, at the following address: Grievance Redressal Committee (GRC) Office Of <i>the Chief Executive Officer SEPCO HQ, Admen Block Old thermal Power Station, Old Sukkur</i></p> <p>The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202244</p>



GENERAL CONDITIONS:

- 1.1 The competing firms should be listed with SECP, FBR, SRB, EOBI, & SESSI as applicable.
- 1.2 Only E-Bid Will be accepted through EPADS.
- 1.3 SEPCO shall not be responsible for any incomplete bid, which shall liable to be declared as non-response.
- 1.4 Bidders shall bear all costs associated with the preparation and submission of their Bid and contract signing.
- 1.5 SEPCO is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders or giving any reason, thereof.
- 1.6 Any effort by Bidders to influence SEPCO in the examination, evaluation, ranking of Bid, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 1.7 Any proposal received at SEPCO after the deadline shall be returned unopened.
- 1.8 All queries must be sent through EPADS.
- 1.9 A Pre-Bid Meeting shall be held on 13th May 2026 at 11:00 AM at SEPCO Headquarters, Sukkur. All prospective bidders are encouraged to attend the meeting in person. Provision for online participation shall also be available through Zoom. The Zoom meeting link shall be shared with interested bidders upon request. For obtaining the Zoom link and further details, bidders may contact the Manager (Admin), SEPCO Sukkur at mobile number No. 03453616362 Participation in the Pre-Bid Meeting is optional; however, bidders are advised to attend/participate to seek clarifications regarding the bidding documents.

SCOPE OF WORK:

The Manpower providing firm/Company shall provide adequately trained and well-disciplined personnel (Skilled / Technical)& Non-technical to SEPCO. The provision of manpower is not restricted to the following identified positions which may increase / decrease as per the requirement of the company during the period of contract.

The minimum number of personnel deputed during the contract period would be As per Need. The company shall reserve the right to revise the minimum requirement at any time during the currency of the contract.

The Skills of the manpower will be assessed by the SEPCO Committee and thereafter

The contractor/Firm shall be bound to provide requisite manpower within a period of 15 days from the date of requisition.

The contractor shall provide manpower throughout SEPCO jurisdiction.

CONTRACT PERIOD:

The contract shall initially be awarded for a period of one (01) year from the date of commencement.

The contract may be extended on yearly basis up to a maximum period of three (03) years, subject to:

- a) Satisfactory performance of the contractor, duly evaluated by SEPCO;
- b) Approval of the Competent Authority of SEPCO;
- c) Mutual consent of both SEPCO and the Contractor;
- d) Continuation on the same terms, conditions, and approved rates (without any escalation).

Any extension shall be treated as continuation of the original contract and shall be processed in accordance with applicable provisions of Public Procurement Rules, 2004.

TABLE-A Scope of Manpower Services Categories Classifications & Qualification Requirements

Serial No.	Category	Prescribed Qualification
1	Technical Staff	Matriculation only (Minimum &Maximum) Age: -18-30 years (Urban) including general age relaxation -18-33 years (Rural) including general age relaxation Physical Parameters: Medical Category 'A' Height Minimum 5 FL. 4 Inches Chest Minimum 32 Inches Weight As per Body Mass Index Chart (BMI) 5% relaxation on upper side Skill/Physical Test Criteria: 1. Running: 800 meters in five (05) minutes II. Push Ups Dund: 20 in a single attempt in 03 minutes iii. Lifting of weight: 30 KG in single attempt iv. Digging: 1 ditch of length, Depth, width (2x2x2) v. Climbing Skill: (Tower Ladder) Climbing upto 10 feet on tower / ladder wearing safety equipment vi. Pulling of Wires: In one span of 100 feet.

TABLE-B Scope of Manpower Services Categories Classifications & Qualification Requirements

Serial No.	Category	Prescribed Qualification
2	Non-Technical Staff	B.A / BSC/ B.Com & BSC 06 weeks Basic IT Training Course (Included MS Office) conducted by NITB/TEVTA institute affiliated with recognized by board of Technical Education/Higher Education Commission.

NOTE:

The firm shall ensure that the engaged staff are well suited and performs within its requisite scope of work as well as harmonious and cordial relationships with the employees or any other persons within the organization. The firm shall be responsible at all times for any illegal action/ damage or loss to the installed equipment's, furniture & fixtures or to company image by the deployed personnel by means of corruptions, bribery, antisocial behavior, harassment on workplace, disruptive attitude, undisciplined and un-mannerism etc. The firm undertakes to indemnify and hold harmless to the SEPCO against all or any losses arising out or due to the commission or omission of the engaged staff. The Firm/Company shall be responsible to provide a suitable substitute within one week in case of any adverse report against the resource(s) provided.

DRESS CODE OF THE OUTSOURCED TECHNICAL STAFF (Line staff Only):

The Contractor/Firm/Company at its own cost shall provide dress/uniforms and Personal Protective Equipment (PPE) including but not limited to Safety Shoes, Safety Harness, Safety Helmet, Rubber Insulated Gloves, Leather Protected Gloves, Goggles, Safety Belt for all its ALM staff only as per SEPCO specified standards.

PROCESS OF HIRING AND BID INSTRUCTION:

The interested Bidders shall strictly follow **PPRA Rule 36 (b) Single Stage Two Envelopes Procedure** for hiring method. The bids shall be evaluated through a separate technical and financial appraisal with **60%** and **40%** weightage, respectively. Financial bids of only Technically Qualified /Responsive Bidders shall be opened on EPADS selection of the firm will strictly be made in accordance with the procedure of **Quality and Cost Based Selection (QCBS)** method and as per PPRA rules.

QUALITY ASSURANCE GUIDELINES

The Personnel / Staff deputed by Contractor should be medically fit (Category A as per Company's Medical Attendance Rules) and should not have any chronicle disease/disability/ any other physical & mental health issues that may affect his duty/performance/service. If during the contract period any resource is replaced upon SEPCO direction, no additional cost will be charged.

Failure by contractor to meet SEPCO's quality requirements shall constitute breach of contract and shall entitle SEPCO to terminate the contract, without notice & make good any loss suffered consequently.

TECHNICAL EVALUATION CRITERIA (TEC)

- i. The Technical bid shall not include any financial information regarding the offered price. A Technical bid containing financial information will be declared non- responsive.
- ii. The technical bid must contain experience of the firm/Company and professionals in Government / semi government organization.
- iii. Technical evaluation shall be carried out strictly on documentary evidence. Marks awarded shall be properly justified and recorded to ensure transparency and audit compliance.
- iv. The compulsory required documents list and Marking criteria are mentioned at **Annexure-A** and **Annexure-B**
- v. Bidders fulfilling the Technical Criteria with **at least 70 marks out of 100** shall be selected for opening of their financial bid according to PPRA rules.
- vi. Each responsive Bidder will be given Technical Marks (TM). Proposal(s) shall be rejected at that stage if it does not respond to important aspects of the Bid document, and particularly the Terms of Reference (TOR) or if it fails to achieve the minimum technical score indicated above.
- vii. Bid security instrument equivalent to **4,680,000/- (Rupees only)** Bid security instrument valid for 180 days shall be uploaded on EPADs. The prospective bidder shall submit Sealed Bid Security along with covering letter at admen block old thermal power station old Sukkur SEPCO Headquarter, Sukkur in the form of a CDR/Bank Guarantee (Original Instrument) from any scheduled bank of Pakistan, made out in favor of the CEO SEPCO, Sukkur, before the bid closing time, failing which the bid(s) shall be considered "non-responsive" and rejected.
- viii. Bid security instrument validity shall be 180 days from the date of the opening of the technical proposal.

Note:

1. Any Firm/Company which will provide false/wrong information/report will lead to rejection in bid.
2. Any Firm which is blacklisted or debarred from participation is not eligible to participate in OCB.
3. Minimum qualification marks for technical proposal evaluation will be 70 Marks out of 100
4. The financial Bid of only those bidders will be opened who will qualify on technical grounds.
5. Weightage will be measured to technical bid points scored at 60 percent and financial bid at 40 percent to determine a total evaluated score.
6. The bidder with the highest evaluated score will be awarded the contract.

The bidder will have to submit the requisite Certificate duly filled in, regarding the Declaration of Fees, Commission & Brokerage etc paid by him about Goods, Services & Works.

ANNEXURE-A

SEPCO INVITES TENDER FOR HIRING FIRM FOR PROVISION OF MANPOWER (Documents related to Eligibility Criteria) TECHNICAL BID (In separate sealed Cover-I super scribed as "Technical Bid")

Name & Address of the Tenderer Organization/Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number of point person, Web Address	
NTN, GST/SRA and other taxes. (Please attach copy)	
Trade License No. (Please attach copy)	
Undertaking to the effect that the bidder has not been blacklisted or has been involved in corrupt practices. In addition to the undertaking, the firm shall produce certificate/verification from local police station. Indicate anyconvictions ifany in the past againstthe Company/firm/partner or any of its employees / manpower employees.	
Undertaking of the Agency confirming the availability of the adequate manpower (Skilled / Technical) for deployment in SEPCO.	
Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as acceptance and submit as part of tender document.	
A certificate/affidavit/Experience that firm has not been blacklisted by any Government or Private organization.	
Details of Bank Account of the firm/Company along with last 03 years Bank statement.	
Annual Turnover Certificate of last financial year duly certified.	
Valid Certificate of Registration of Company with EOBI and Agreement with Insurance Company for Group Life Insurance (GLI) along with 03 Month Contribution Proof of all two must be attached. Certificate of Registration of Company with Labor Department. Furthermore, the registration with SESSI shall be provided to SEPCO before award of contract.	
Last 3 years audited financial statements for evaluation of financial soundness along with Income Tax Returns.	
Certificate of Registration of firm (Yes/No).	
Following details of the DD/Pay Order towards bid security DD/PO No.Date: Drawn on	
Turnover Certificate	
Experience Certificates	
SECP Registration / Partnership Deed	

ANNEXURE-B
Minimum Qualifying Marks 70

TECHNICAL EVALUATION CRITERIA			
Agency Profile --- 50 marks			
Criteria	Allocated Marks	Weightage	Awarded Marks
Average Annual Turnover: The Company/ Firm/Agency having average annual turnover of past Three year: (Attach Certified audited financial statements and bank statements as proof.)	15	More than 300 million = 15 marks Between 201-300 million = 08 Marks Between 101- 200 million = 07 Marks Below 100 million = 03 Marks	In Case of no documentary evidence zero marks shall be awarded.
Years in Business: Number of years since inception of business operations as registered in SECP date as a Firm/Company providing HR/Manpower services	10	10 years or more = 10 marks Between 5-10 = 05 marks Below 05 = 03 marks	In Case of no documentary evidence zero marks shall be awarded.
Core Team: Key post holders in management structure, Recruitment department, training department in the firm/organization having posses relevant subject/field master degree along with 5 years' experience in each department. Complete hierarchy and management Structure of the Company/agency clearly indicating details of managerial, supervisory and other staff	15	More than 15 = 15 marks Between 11-15 = 10 marks Between 6-10 = 05 marks Below 6 = 0 marks	
Total Staff of the company minimum graduation degree.	10	If total employees' strength is 150 or more= 10 marks 50-99=05 marks 10-49=02 marks	In Case of no documentary evidence zero marks shall be awarded.
Agency Credentials & Clientage. 50 Marks			
ISO Certification: 19001 Quality Management System ISO 45001 Occupational Health and Safety ISO 14000 Environmental Management System	15	Attached Certificate. 3 and above relevant ISO certification = 15 marks 2 relevant ISO certification =10 marks 1 relevant ISO certification =5marks	In Case of no documentary evidence, zero marks shall be awarded.
Experience of providing manpower: (Copy of Work order/ certificate of completion) Technical experience in Outsourcing of HR services for Governmental Entities/Semi Governmental entities/MNC's/Banks. List of clients with address and details	20	16 and above outsourced clients=20 marks 11-15 outsourced clients=15 marks 06-10 outsourced clients=10 marks 1-5 outsourced clients=5 marks (At least 100 No. Manpower work order shall be considered)	In Case of no documentary evidence zero marks shall be awarded.
Total Number of Outsourced Resources (Copy of Work order/ certificate of completion)	15	Outsourced staff 1000 & above= 15 marks 500-999= 11 marks Between 300-499 = 05marks	In Case of no documentary evidence zero marks shall be awarded.
GRAND TOTAL	100		

ANNEXURE-C

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls:

1. DD/Pay Order No. _____

2. Terms & Conditions (each page must be signed and sealed)

3. Financial Bid.

Place:.....

Date:.....

(Signature of Tenderer with seal)

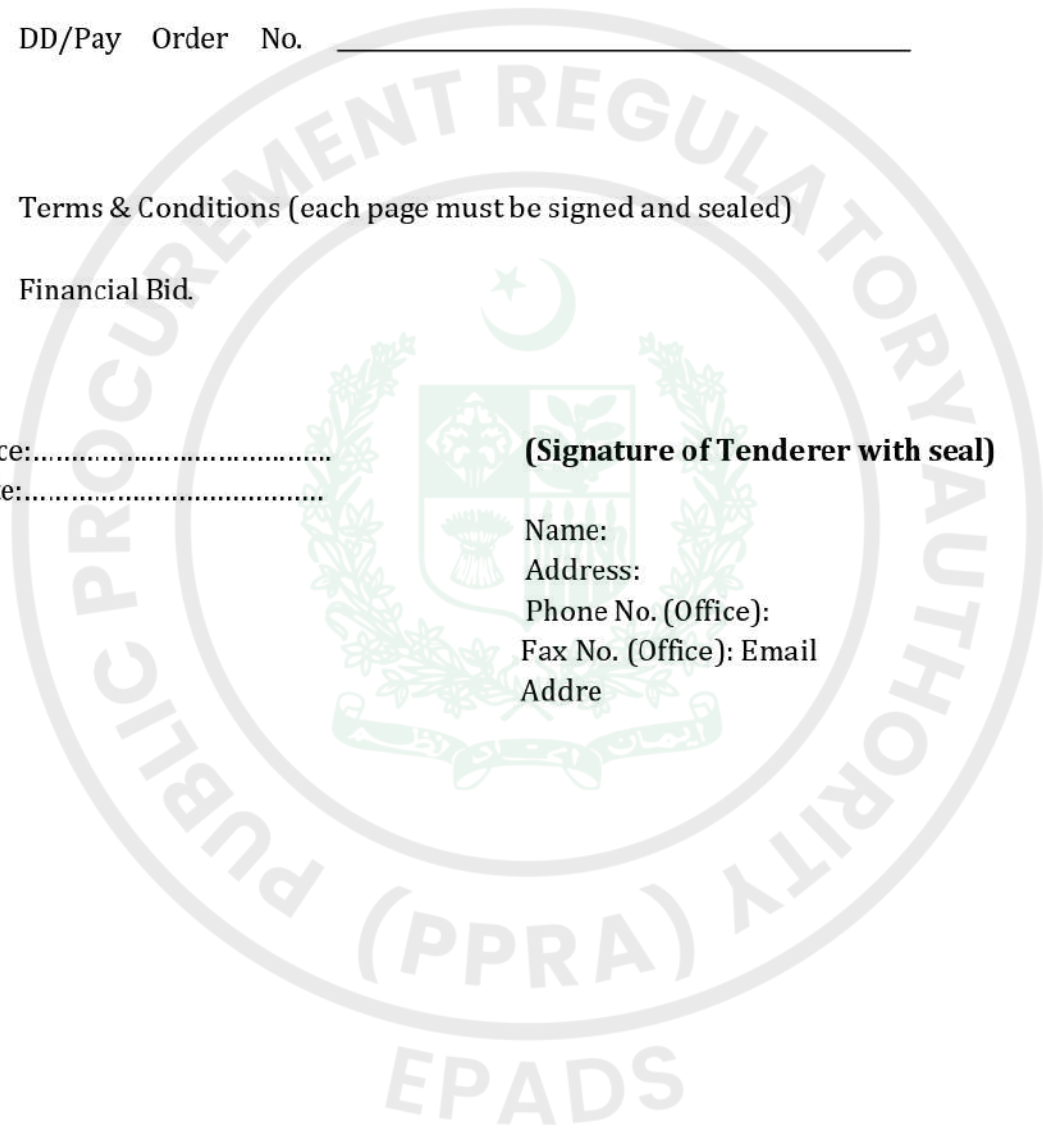
Name:

Address:

Phone No. (Office):

Fax No. (Office): Email

Addre



ANNEXURE-C:

Bidder Information Form

Name of Firm/Company

Registered & Office Address

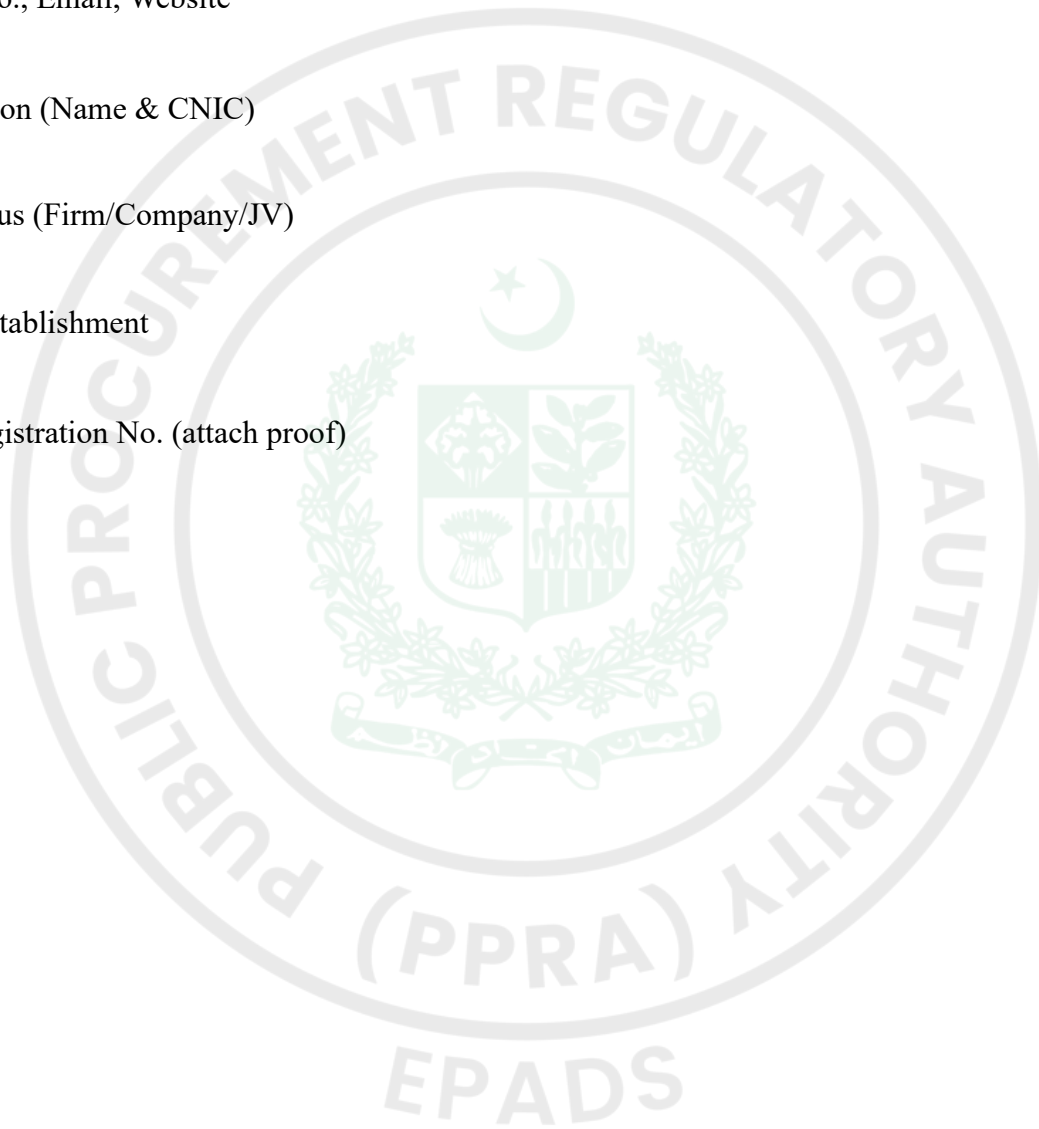
Contact No., Email, Website

Focal Person (Name & CNIC)

Legal Status (Firm/Company/JV)

Year of Establishment

SECP/Registration No. (attach proof)



**ANNEXURE-D:
Mandatory Document Checklist**

(Tick Yes/No attach proof)

1. NTN Certificate
2. Sales Tax (FBR/SRB)
3. SECP Registration / Partnership Deed
4. EOBI Registration
5. SESSI Registration
6. Affidavit (Non-Blacklisting)
7. Police Verification (Firm)
8. Audited Financials (Last 3 Years)
9. Bank Statements (Last 3 Years)
10. Turnover Certificate
11. Experience Certificates
12. Bid Security



ANNEXURE-E:

DECLARATION/AFFIDAVIT (Non-Blacklisting & NON-DEBARMENT)

Tender No: SEPCO/HRD/A9/2026/01

Name of Work: Hiring of Firm for Outsourcing Manpower in SEPCO

DECLARATION

vwe, M/s _____,
having registered office at _____,

do hereby solemnly affirm and declare as under:

1. That our firm/company has never been blacklisted, debarred, or suspended by any Government Department, Semi-Government Organization, Autonomous Body, Corporation, or any Private Organization in Pakistan or abroad.
 2. That no proceedings of blacklisting or debarment are currently pending against our firm/company with any Government or Private entity.
 3. That we have not been involved in any corrupt, fraudulent, collusive, or coercive practices in accordance with Public Procurement Rules, 2004.
 4. That neither the firm/company nor any of its owners, partners, directors, or employees has been convicted by any court of law for an offense involving moral turpitude, fraud, or corruption.
- S. That all information provided in the bidding documents is true and correct, and nothing has been concealed or misrepresented.
6. That in case any information is found false or misleading, SEPCO reserves the right to:
Disqualify our bid, Forfeit bid security performance guarantee, Initiate blacklisting proceedings as per PPRA Rules.
 7. That we fully understand and accept the blacklisting provisions mentioned in the bidding documents and applicable PPRA Rules, 2004

UNDERTAKING

We undertake that we shall remain compliant with all applicable laws, rules, and regulations during the bidding process and execution of the contract.

AUTHORIZED SIGNATORY

Signature _____

Name: _____

Designation: _____

CMC No: _____

Company Seal: _____

WITNESSES

1. Name: _____

CMC: _____

Signature: _____

2. Name: _____

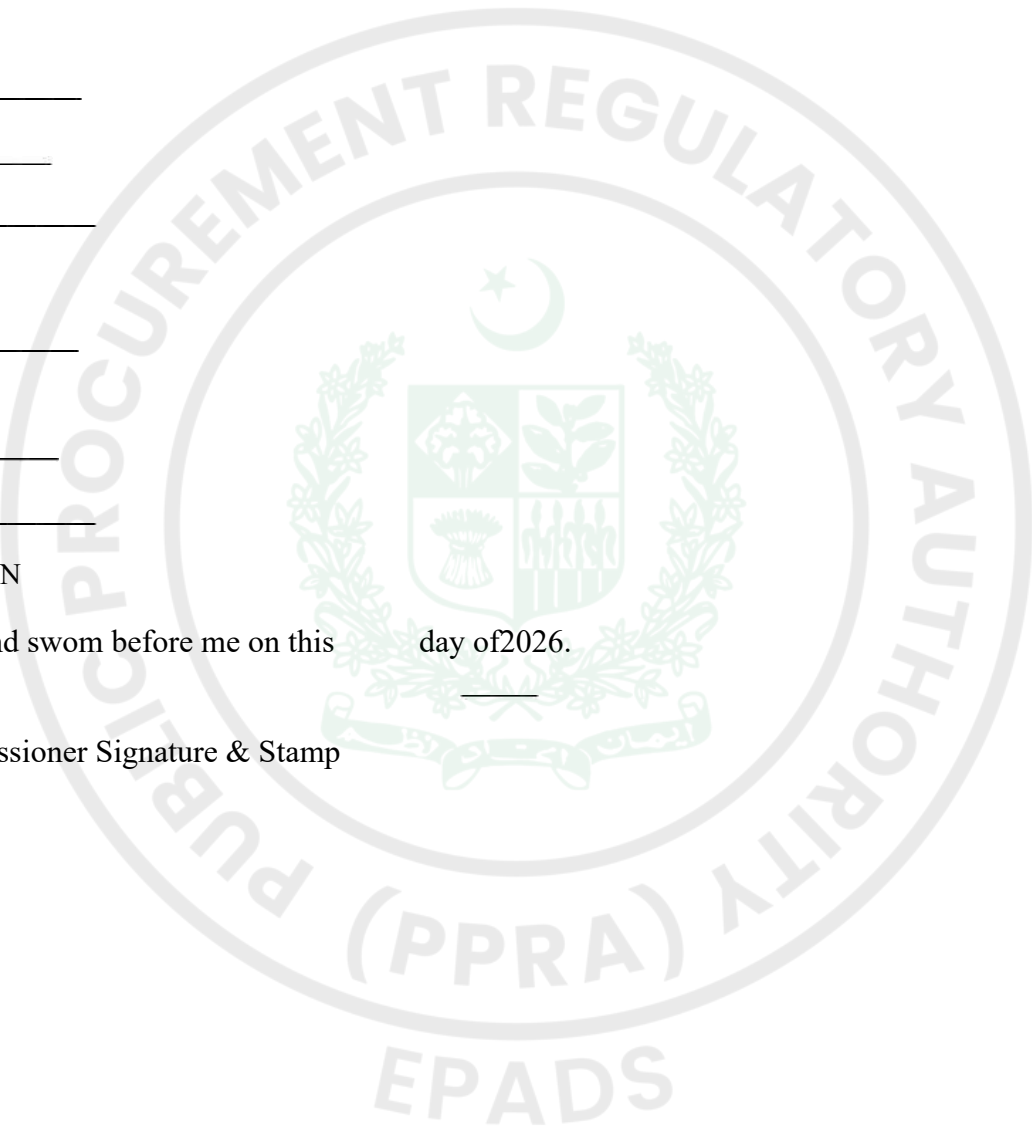
CMC: _____

Signature: _____

ATTESTATION

Subscribed and swom before me on this _____ day of 2026.

Oath Commissioner Signature & Stamp



ANNEXURE-F:
Financial Capacity Form

Annual Turnover (Last 3 Years)

Net Worth

Bank Details

Credit Line (if any)

Certified by Chartered Accountant



ANNEXURE-G:

BID SECURITY FORM

To: Chief Executive Officer SEPCO

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated [date of submission of Bid] for the delivery of [name and/or description of the goods] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [Name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called "the Bank"), are bound unto [name of SEPCO] (hereinafter called "SEPCO") in the sum of [amount] for which payment well and truly to be made to the said SEPCO, 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 SEPCO during the period of Bid Validity, (i) failure to sign the contract if required by SEPCO 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 SEPCO up to the above amount upon receipt of its first written demand, without SEPCO having to substantiate its demand, provided that in its demand SEPCO 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 _____

ANNEXURE-H:
UNDERTAKING FOR COMPLIANCE WITH LABOUR LAWS

Tender No: SEPCO/HRD/A9/2026/01

Name of Work: Hiring of Firm for Outsourcing Manpower in SEPCO

UNDERTAKING

I/We, _____ M/s having
registered office at

do hereby solemnly undertake and confirm as under:

1. Compliance with Labour Laws

That our firm/company shall strictly comply with all applicable Labour Laws, Rules, and Regulations of the Government of Pakistan and Government of Sindh during the execution of the contract.

2. Minimum Wages Compliance

That we shall pay wages/salaries to all deployed manpower not less than the minimum wages as notified by the Federal Government / Government of Sindh from time to time.

3. EOBI Compliance

That we are duly registered with Employees' Old-Age Benefits Institution (EOBI) and shall:

Deduct and deposit EOBI contributions regularly,

Ensure coverage of all eligible employees,

Provide documentary proof to SEPCO as and when required.

4. SESSI / Social Security Compliance

That we are registered with Sindh Employees' Social Security Institution (SESSI) and shall:

Deposit all required contributions,

Ensure medical and social security benefits for employees,

Submit proof of compliance upon demand.

5. Other Statutory Obligations

That we shall comply with all statutory requirements including but not limited to:

Income Tax deductions Sindh Revenue Board (SRB) Sales Tax on Services

Professional Tax

Any other applicable Government levies

6. Payment Through Banking Channel

That salaries/wages of deployed staff shall be paid through banking channels in accordance with applicable laws and SEPCO requirements.

7. Record Maintenance That proper records of:

Attendance

Salary(payment)

EOBI / SESSI contributions shall be maintained and produced to SEPCO or any audit authority when required.

8. Responsibility & Indemnity

That the firm/company shall be solely responsible for all labour-related liabilities, and SEPCO shall be indemnified against any claims, penalties, or legal actions arising due to non-compliance.

9. Consequences of non-compliance

That in case of violation of any labour law:

SEPCO may impose penalties, Deduct dues from invoices, Terminate the contract,

Initiate blacklisting proceedings as per PPRA Rules.

**ANNEXURE-I:
INTEGRITY PACT**

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

Contract Number:

Contract Value.

Contract Title:

Dated:

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

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

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

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

Notwithstanding any rights and remedies exercised by GOP in this regard, [Name of Supplier _____] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finders 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]

FINANCIAL EVALUATION CRITERIA (FEC)

The prices should be inclusive of all taxes and in Pak Rupees (PKR).

- i. Quoting of rates is mandatory (in PKR).
- ii. All rates quoted should be inclusive of all Government applicable taxes.
- iii. All the taxes will be deducted at the time of payment as per applicable Laws/Rules. Requests for currency fluctuation adjustments shall not be given.
- iv. In case of WHT exemption, provide exemption certificate or Government SRO, as the case may be.
- v. In case of GST/ST exemption/percentage differentiation, Provide Certificate or Government SRO, as the case may be.
- vi. Bid security instrument equivalent to **4,680,000/- (Rupees only)** shall be placed in the Technical Proposal.
- vii. Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to SEPCO, the Bank Guarantee / Performance Bond for an amount equivalent to 5% of contract value.
- viii. The Bank Guarantee shall remain valid and in full force during validity of the contract.
- ix. The validity of Bank Guarantee / Performance Bond shall be extended by the Bidder if the contract is extended with mutual consent.
- x. The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof shall be born the Bidder.
- xi. The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
- xii. The lowest evaluated Financial Proposal (FL) will be given the maximum financial score of 100 %. The financial bids will be evaluated as follows for respective bidders.

$$FM = 100 \times FL / F$$

Where:

FM = Financial Marks

FL = Lowest financial bid

F = Cost of the proposal under consideration

SELECTION FOR AWARD

Bidder should be aware that SEPCO shall make selection on “**Quality and Cost Based System (QCBS)**” and the award of contract shall be made to the bidder whose proposal is found most advantageous, taking into consideration the technical factors listed above and the total proposed price across contract period.

FINAL EVALUATION CRITERIA:

$$TM \times 0.6 = TTM$$

$$FM \times 0.4 = TFM$$

$$GT = TTM + TFM$$

Where: M

TM : Technical Marks

FM : Financial Marks

TTM : Total
Technical Marks

TFM : Total

Financial Marks

GT : Grand Total

TERMS & CONDITIONS

- i. The firm shall ensure the regular supervision and control on the staff deployed by them under due intimation to SEPCO management. The staff provided shall carry out all instructions given by the concerned SEPCO authorities. The service providing firm shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone unskilled and inexperienced in the assigned task. The firm shall ensure that the staff deployed by it behaves decently and does not indulge themselves in any such activities which are unbecoming behavior on the part of a person working in a Government Office.
- ii. The firm shall ensure that the staff engaged by them is not having any adverse police records or criminal cases pending against them or any affiliation with prescribed organizations. The Contractor shall ensure to obtain the police verification certificates of the staff prior to deployment in SEPCO.
- iii. Contractor shall be responsible to make good to any damages, pilferage or loss caused by the personnel engaged to SEPCO property.
- iv. Contractor shall strictly confine to the indicated places of work and should not be permitted to visit any restricted area premises. Decisions of SEPCO regarding the place of work and the restricted areas will be final and binding on the contractor.
- v. The contractor will provide essential tools, techniques, training or other necessary equipment (s) in order to execute their jobs.
- vi. The contractor shall also submit the names, present and permanent residential addresses, CNIC and two copies of the passport size photographs and phone numbers, medical fitness certificate, and police character certificate of its staff to SEPCO.

- vii. The staff employed by the Service Provider for performance of the contract, shall be of sound health, be mentally alert and physically fit and provide medical certificate to that effect. The Service Provider shall be bound to change the personnel deployed, if found unsuitable by SEPCO and decision of SEPCO in this regard shall be final and binding on the contractor without any questioning.
- viii. The contractor shall engage sufficient skilled staff as per requirements to carry out the day-to-day operations. It will adhere to all local laws, Acts, Regulations as laid down by the authorities and shall indemnify the client against breach of Acts, Rules, Laws and Regulations and/or non-compliance thereto by its staff.
- ix. The staff will work in an orderly manner without causing damage / loss to SEPCO's property or equipment. The contractor is responsible for making good any damage / loss to SEPCO's property / equipment in case of such damage by his staff, the amount as determined by SEPCO shall be recovered from the monthly bill.
- x. The contractor shall issue the identity cards at its own cost and shall be duly intimating SEPCO's Officer-in-charge as and when new staff is deployed by him for carrying out the job in SEPCO formations.
- xi. The staff may be deputed in any shift (morning / evening / night) for 8 working hours and 5 working days per week as per requirement of SEPCO Field Formations. However, duty may be assigned on weekends/ gazette holy days without any extra charges.
- xii. During the term of the contract, the firm shall arrange for appropriate insurance policies for its workforce at its own cost along with E.O.B.I contribution & Social Security.
- xiii. The firm shall be responsible for compliance of the following:

MINIMUM WAGES CLAUSE

- i. The contractor/Firm shall ensure that salaries/wages paid to deployed staff shall not be less than the minimum wages notified by the Federal Government,/Sindh Government as applicable from time to time. Any violation shall result in termination of contract and legal action.
- ii. The contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- iii. The firm shall, in all matters arising out in the performance of the contract, conform, in all respects, with the provisions of all Federal, Provincial and Local Laws, Statutes, Regulations and By-laws in force in Pakistan and shall give all notices and pay all fees required to be given or paid and keep SEPCO indemnified against all penalties and liabilities of any kind for breach of any of the same. **The courts at Sukkur shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.**
- iv. The firm shall be responsible for required contributions towards any other statutory payment and shall deposit these amounts on or before the due dates. It is the duty of the contractor to ensure timely payment of statutory dues and in no case SEPCO shall bear any liability in this regard. Any dispute related to these payments shall be dealt with by the contractor entirely at his risk and costs. All the records shall be maintained by the contractor and shall produce for inspection to SEPCO as and when required. In case SEPCO is called upon to make payment on the direction, decree or proceeding of court of law or by statutory authority, SEPCO shall have the rights to recover the said amount in full and authorize to deduct directly from the payment to be made to the contractor or from

invocation of Performance Security as being kept with the Client (SEPCO).

PAYMENT TERMS:

The lump sum amounts payable by SEPCO to the contractor shall include:

The Company shall submit monthly consolidated invoice duly verified by the concerned Drawing & Disbursement Officers of SEPCO in original to the Chief Financial Officer SEPCO w.r.t each month in the 1st week of the subsequent month. However, any short comings in performance of assignments as per SOW shall be reported. The monthly invoice would be payable to the Company within 30 days of submission of invoice with complete connected documentary record mentioned below:

- (a) Each sub invoice /bill must be accompanied with List showing the details of personnel deployed, their attendance and cost of services separately for each and every person identified therein.
- (b) Any loss incurred attributable to the outsourced work must be reported for recovery purposes.
- (c) Such sub invoices whereby the documentary support is not available shall be deferred till completion of such documentary record.
- (d) Income Tax plus other applicable taxes at the prevailing rate as applicable from time to time shall be deducted from the Company's main bill.
- (e) Sindh Sales Tax on services shall be charged and paid in accordance with the applicable laws of the Sindh Revenue Board. Where the procuring agency is notified as a withholding agent, sales tax shall be deducted at source as per SRB rules against submission of a valid SRB tax invoice issued by a registered service provider.
- (f) Affidavit to the effect that Company's invoice is in conformity in all respect mentioned above and that the invoice has not been paid before.
- (g) Escalation of cost during the contract period shall not be allowed.
- (h) Payment shall be made on actual number of staff deployed and verified attendance, duly certified by concerned officer. No payment shall be made for absent staff

PAYMENT OF BILLS

The payment will be released against the following documents:

- (a) Contractor's invoice / bill.
- (b) List showing the details of personnel deployed, their attendance and cost of services separately for each and every person.
- (c) Job completion certificate countersigned by Drawing & Disbursing Officers of SEPCO.
- (d) Income Tax plus other applicable taxes at the prevailing rate as applicable from time to time shall be deducted from the contractor's bill.

PERFORMANCE APPRAISAL/TARGETS OF WORK:

- i. The payment shall be subject to satisfactory performance and targets set by the controlling authorities of SEPCO. The contractor shall comply with all the instructions given by the client and shall ensure that the work is being carried out according to the terms and conditions, specifications of this document.

STAFF REPLACEMENT

The contractor shall replace any staff within 03 to 07 days in case of absence,

misconduct, inefficiency, or as directed by SEPCO, without any additional cost.

TERMINATION OF CONTRACT:

In the event the contractor fails to execute the work with due diligence or expedition or refuses or neglects to comply with any order given to him in writing by SEPCO or on behalf of SEPCO within the scope of the contract, or contravenes the provisions of the contract, or the contractor is found unsatisfactory, SEPCO may terminate the contract after giving one month notice in writing to the contractor. Such notice may be served either by hand delivery or through post / courier service at the address given in Contract and the same shall be deemed to have been served on contractor.

- a. The contractor shall ensure the security of assets such as financial information, intellectual property, personnel details or information entrusted to the contractor or any other information, leakage of which may likely to damage the reputation and image of the client failing which, the contractor shall be responsible for the liquidated damages.
- b. Any dispute or difference whatsoever arising out between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by Arbitration in accordance with the standing rules on the subject.

PENALTIES/ LIABILITIES:

Penalty & Liquidated Damages

In case of non-performance, partial performance, delay, absenteeism, or violation of contractual obligations by the contractor, SEPCO shall impose penalties in accordance with the provisions defined herein, ensuring transparency, fairness, and compliance with PPRA Rules, 2004.

Absenteeism / non-deployment

In case of absence or non-deployment of any staff, deduction equivalent to 100% of per day wage shall be made. In addition, a penalty of 20% of per day wage shall be imposed, making total deduction up to 120% per day wage.”

Short Deployment

In case of short deployment, proportionate deduction shall be made along with a penalty of 5% of the monthly cost of the short-deployed positions.

Delay in Replacement

Failure to replace any staff within stipulated time shall attract a penalty of 2% of monthly cost of that position per week of delay, subject to maximum 10% of that position cost.

Poor Performance / Misconduct

In case of verified misconduct, inefficiency, or negligence, penalty up to 3% of monthly invoice per incident may be imposed.”

Non-Compliance with Legal Obligations

Failure to comply with statutory requirements including Minimum Wages, EOBI, and Social Security shall result in penalty up to 5% of monthly invoice, along with recovery

of actual liabilities.”

Repeated Violations

In case of repeated violations, cumulative penalty up to 10% of monthly invoice may be imposed, and further action including termination or blacklisting may be initiated as per PPRA Rules.”

Maximum Penalty Cap

Notwithstanding anything contained herein, the total cumulative penalty imposed during the entire contract period shall not exceed 10% of the total contract value (total work scope amount).”

General Liquidated Damages

For any breach not specifically covered above, SEPCO may impose liquidated damages, subject to justification and approval of the competent authority, within the overall cap of 10% of total contract value.”

- a. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the performance guarantee will be forfeited.
- b. In the absence of deputed staff, **alternate arrangements shall be made failing which result in proportionate deductions being made in Service Provider’s monthly bill.**
- c. That if the successful Contractor violates any of the terms and conditions of Contract awarded or commits any default or his services are not to the entire satisfaction of SEPCO, a penalty leading to a deduction proportionate to the lapsed targets (Defined in Scope of Work or Set otherwise) out of the total amount of the bill for the particular month will be leviable.

BLACKLISTING

If the Contractor fails/delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the client may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders, as per provision of Public Procurement Rules, 2004.

ANY MISHAP(S) AT WORKPLACE

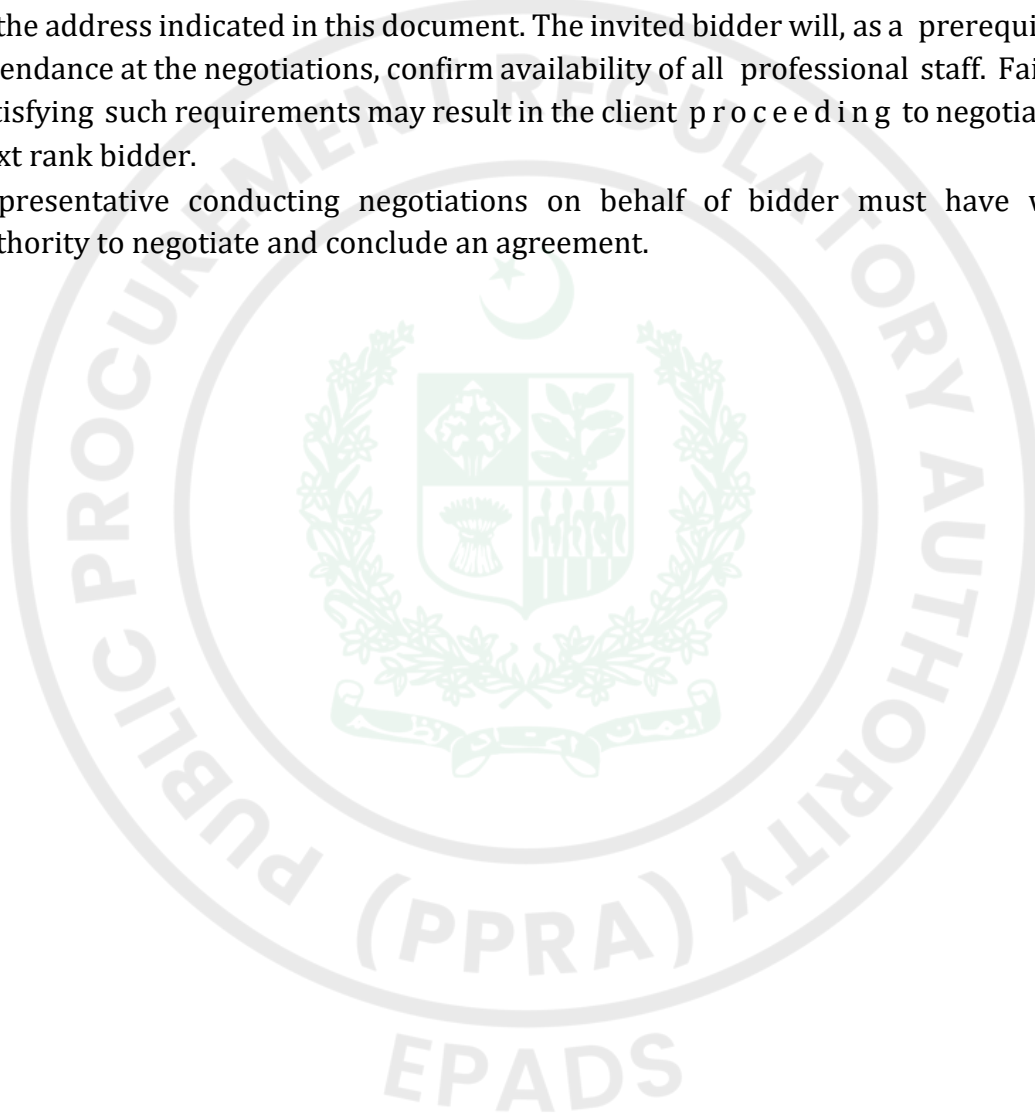
SEPCO will not accept any responsibility of the designated personnel in the event of natural or accidental death, injury, disability or illness or in the event of any terrorism, natural calamity, disaster that may take place while performing/executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the Service Provider. The Service provider shall keep the client indemnified against all penalties and liability of any kind for breach of any of the same.

CONTRACT AMENDMENT:

SEPCO may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations. The Contractor shall not execute any Change until and unless the client has allowed the said Change, by written order served on the Contractor. The change, mutually agreed upon, shall constitute part of the obligations under the Contract, and the provisions of the Contract shall apply to the said Change. No variation in or modification in the Contract shall be made, except by written amendment signed by both SEPCO and the Contractor/Firm.

TECHNICAL NEGOTIATIONS:

- a) If deemed necessary and considered appropriate, technical negotiations will be held at the address indicated in this document. The invited bidder will, as a prerequisite for attendance at the negotiations, confirm availability of all professional staff. Failure in satisfying such requirements may result in the client proceeding to negotiate with next rank bidder.
- b) Representative conducting negotiations on behalf of bidder must have written authority to negotiate and conclude an agreement.



Annexure-A
FINANCIAL BID
(In sealed Cover super scribed "Financial Bid" in PKR)

Sr. No.	Monthly Payment Details	Table-A Technical Sr. No. 1 (A)	Table-B Non-Technical Sr. No. 2 (B)
1.	Monthly Salary / emolument		
2.	Employees Social Security Contribution		
3.	EOBI contribution by Service Provider		
4.	Life / Fidelity Insurance		
5.	Gratuity Contribution		
6.	Any other charges (specify, if any)		
7.	Service Provider Charges / Fee		
8.	Taxes (specify, if any)		
Total (Lump Sum cost)			

The minimum number of outsourced manpower = 300

The average monthly lumpsum cost (AMC) = $A + B / 2$ = AMC X 300

The average annual lumpsum cost (Financial Bid Value) = (AMC X 300) X 12

Annexure-B

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them.

Note:

No other charges would be payable by Client.

There would be no increase in rates during the Contract period.

Place (Signature of Bidder with seal)

Date Name:

Seal :

Address:

Phone No

(Office):

Fax No.

(Office):

E-mail:

FORM OF BID (BID SUBMISSION FORM)

Procurement Title: Hiring of Manpower through Third Party (Non-Consultancy Services)

Procuring Agency: Sukkur Electric Power Company (SEPCO)

Tender No: _____

Date: _____

To:

Chief Executive Officer (CEO), SEPCO, Sukkur

Subject: Bid Submission for Hiring of Manpower Outsourcing Services

Dear Sir,

1. Having examined the Bidding Documents, including Instructions to Bidders (ITB), Bid Data Sheet (BDS), Terms & Conditions, and Scope of Services, we hereby submit our Bid and offer to provide the required services in conformity with the said documents.

2. Bid Price:

PKR _____ (in figures)

(Rupees _____ only) (in words)

3. Bid Validity:

Our Bid shall remain valid for a period of **150 days** from the date of bid opening, and it shall remain binding upon us.

4. Bid Security:

We have furnished the Bid Security in the amount of PKR _____ in the form of _____ in accordance with the Bidding Documents.

5. Declarations:

- We are not blacklisted by any Government/Semi-Government/Autonomous body.
- We comply with all applicable laws including EOBI, SESSI, and Minimum Wages.
- All information provided is true and correct.

6. We agree to abide by all terms and conditions of the Bidding Documents and understand that deviation may render our bid non-responsive.

7. If our Bid is accepted, we undertake to sign the Contract Agreement and provide Performance Security as required.

8. We understand that SEPCO reserves the right to accept or reject any bid in accordance with applicable procurement rules.

Bidder Information:

Name of Firm: _____

Registered Address: _____

NTN No: _____

GST/SRB No: _____

Contact No: _____

Email: _____

Authorized Representative:

Name: _____

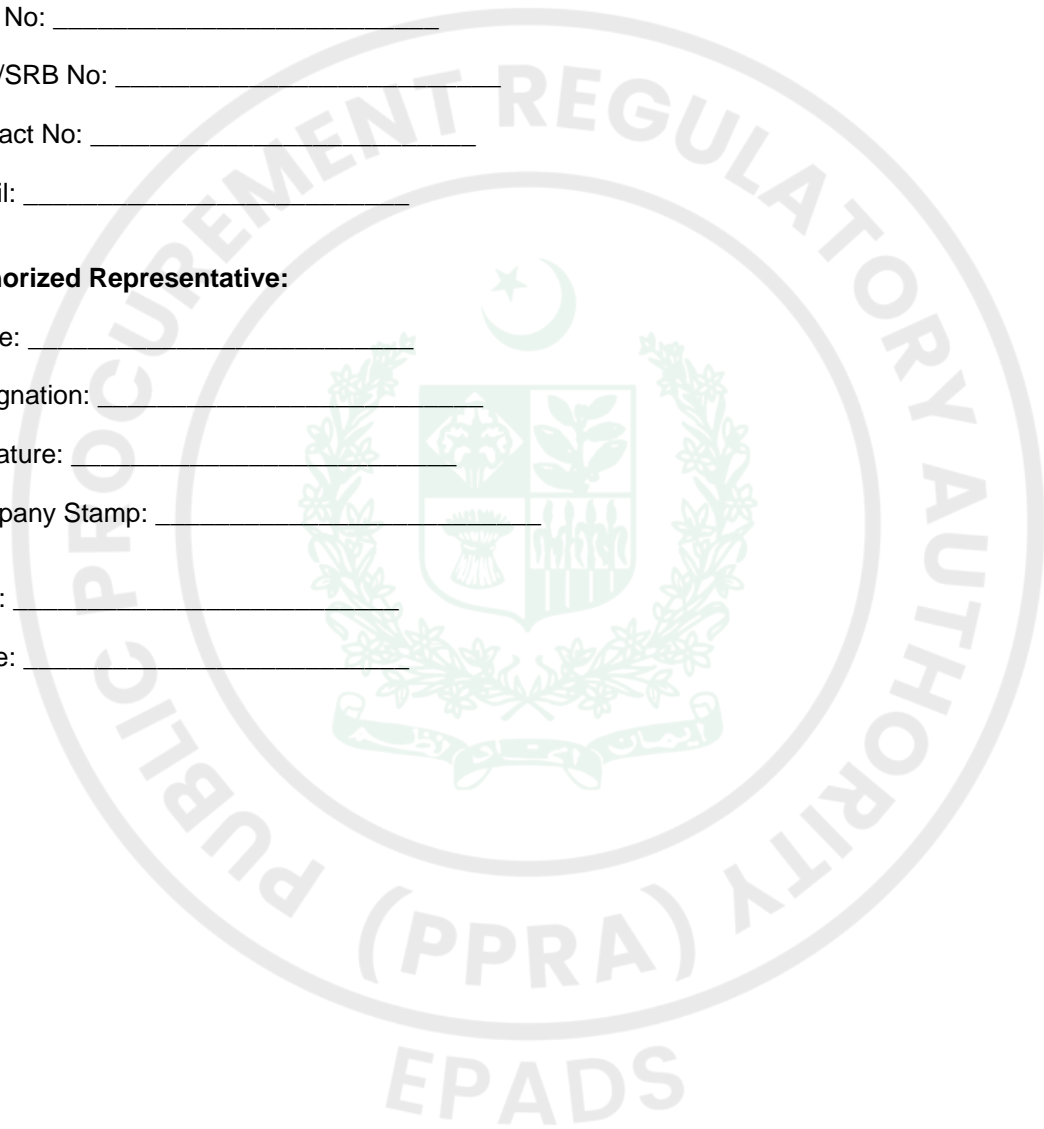
Designation: _____

Signature: _____

Company Stamp: _____

Date: _____

Place: _____



ANNEXURE-F:

PERFORMANCE SECURITY (GUARANTEE) FORM

To: Chief Executive Officer SEPCO

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

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

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

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

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

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

ELIGIBILITY & QUALIFICATION (JOINT VENTURE-JV)

In the event of a Joint Venture (JV), both participating companies shall collectively meet the specified eligibility criteria, encompassing a broad range of technical, financial, and operational aspects. The mandatory requirements include:

- a Valid NTN / STRN / EOBI / SESSI registration
- b Registration with relevant authorities (SECP / Partnership deed, etc.)
- c Affidavit of non-blacklisting / non-debarment
- d Undertaking for compliance with labor laws and PPRA rules
- e Proof of tax filing status (ATL)

In addition to fulfilling these mandatory requirements, the JV partners shall collectively demonstrate their overall capability and compliance with the specified eligibility criteria, showcasing their combined expertise, resources, and experience to undertake the project. The evaluation process will assess the JV partners' collective strengths, ensuring they possess the requisite skills, qualifications, and capacity to successfully execute the project. **Joint venture (jv) / consortium participation**

Bidders may submit bids as: a single entity, OR Joint Venture (JV) / Consortium.

Maximum THREE (03) Members are allowed as JV where A JV/Consortium shall be eligible to participate provided that it complies with PPRA Rules and conditions of this Tender Document.

JV Agreement / Legal Requirements

JV/Consortium bidders must submit the following with the bid:

- i. JV/Consortium Agreement (legally valid, duly signed & stamped by all partners)
- ii. The JV/Consortium agreement must clearly state:
- iii. Name of JV/Consortium and partners
- iv. Roles & responsibilities of each partner
- v. Shareholding / participation percentage of each partner
- vi. Scope allocation (HR supply, payroll, compliance, supervision, etc.)
- vii. Validity period (minimum till completion of contract)

Dispute resolution mechanism

‡ Lead Partner / Authorized Representative

The JV shall appoint one member as Lead Partner. The Lead Partner shall: be authorized to sign the bid, receive instructions, enter into contract, submit invoices and correspondence on behalf of JV.

A Power of Attorney / Authorization Letter shall be submitted by all JV partners in favor of the Lead Partner.

‡ Joint & Several Liability

All partners of JV/Consortium shall be jointly and severally liable for performance of the contract in accordance with the contract conditions.

In case of default, the Procuring Agency may recover penalties, liquidated damages, and any dues from any one or all JV partners.

Eligibility & Qualification (JV Evaluation)

Qualification requirements may be met as follows:

General Eligibility Requirements (Mandatory):

- a) Each JV partner must individually provide:
- b) Valid NTN / STRN/EOBI/KPRA
- c) Registration with relevant authorities (SECP)
- d) Affidavit of non-blacklisting / non-debarment
- e) Undertaking for compliance with labor laws and PPRA rules
- f) Proof of tax filing status (ATL) **Experience Requirements:**

- a) JV partners may combine experience to meet minimum criteria.
- b) However, the Lead Partner must have required similar experience in manpower / HR outsourcing contracts.

Financial Capacity:

JV partners may combine turnover / financial strength to meet criteria, subject to:

The partners shall jointly fulfill the annual turnover requirement.

Restrictions on JV Participation

A Company may participate either as a single bidder, OR as a member of one JV only. No bidder shall be part of more than one JV/Consortium in the same tender, otherwise all related bids shall be rejected.

Contract Execution and Payment

The contracts shall be signed with the JV/Consortium, represented by the Lead Partner.

Payments shall be made to the Lead Partner unless otherwise agreed and approved by the Procuring Agency.

Performance Security

Performance Security shall be submitted by: the JV/Consortium in the name of the Procuring Agency, issued either jointly by all partners OR by Lead Partner on behalf of JV.

HR Outsourcing Specific Compliance (JV)

JV shall ensure compliance with:

- a) Pakistan labor laws
- b) EOBI / Social Security (where applicable)
- c) Minimum wage notifications
- d) Taxes deductions (income tax)
- e) Payment of salaries through banking channels

Any violation shall be treated as breach of contract and may lead to:

Termination blacklisting as per PPRA rules, forfeiture of performance security.

Subcontracting Not Allowed Without Approval

JV/Consortium members shall not subcontract manpower supply obligations to third parties.

CRITERIA FOR ACCEPTANCE, REJECTION & REPLACEMENT OF OFFERED MANPOWER

General

- i. The Contractor shall provide manpower strictly in accordance with:
- ii. the BoQ / Schedule of Requirements,
- iii. the approved qualification & experience criteria, and
- iv. the instructions of the Procuring Agency / Employer.
- v. All manpower shall be deployed only after verification, approval and issuance of deployment order / acceptance letter by the Employer.

Acceptance Criteria (Minimum Requirements)

The offered manpower shall be accepted only if fulfilling all the following:

a. Documentation Requirements

Each individual must submit complete record including:

- i. Copy of CNIC (valid)
- ii. passport size photographs
- iii. Police verification and character certificate
- iv. Relevant qualification certificates
- v. Relevant experience certificates
- vi. Medical fitness certificate
- vii. Undertaking of compliance with Employer's rules & safety procedures

b. Eligibility Requirements

- i. Minimum age: 18 years
- ii. Physically fit for duty and field work
- iii. Not blacklisted / not involved in criminal activities
- iv. Can perform duties in assigned area / circle
- v. Willing to work in shift/roster

c. Technical & Skill Requirements

- i. Meets required trade/skill category, line staff
- ii. Has required tools handling capability

d. Safety & Compliance Requirements

- i. Compliance with safety rules of Employer
- ii. Must use PPE (helmet, gloves, shoes, belt etc.)
- iii. For electrical distribution works: must be trained on electrical hazards
- iv. Must comply with code of conduct and discipline

Grounds for Rejection of Offered Manpower

Employer reserves the right to reject any offered manpower before or after deployment, without compensation, on any of the following grounds:

- i. Documentation Deficiencies
- ii. Missing CNIC / invalid CNIC
- iii. Fake, forged, unverifiable certificates
- iv. Non-availability of police verification / character certificate
- v. Incomplete documentation

Non-Compliance with Required Criteria

- i. Does not meet qualification/experience criteria
- ii. Does not meet skill/trade category requirement
- iii. Not physically fit / medically unfit
- iv. Underage or overage as per criteria

Performance/Discipline Issues

- i. Poor performance / inability to perform assigned tasks
- ii. Absenteeism, repeated late coming
- iii. Misconduct, insubordination, harassment, theft, corruption
- iv. Drug/alcohol use during duty
- v. Fighting or creating law & order issues

Safety Violations

- i. Refusal to wear PPE
- ii. Repeated safety violations / unsafe work practices
- iii. Any act endangering life, property or system integrity

Security & Integrity

- i. Criminal record / involvement in illegal activities
- ii. Threat to Employer staff, assets, or public safety

Replacement of Manpower (Procedure & Timelines)

a. Replacement upon Employer Request

Employer may demand replacement of any individual manpower at any time due to:

- i. unsatisfactory performance,
- ii. misconduct,
- iii. safety issues, or iv. operational requirements.

b. Contractor shall replace the manpower within:

- i. 3 days for normal cases, and
- ii. 48 hours for emergency/safety cases.

c. Replacement due to Contractor Reasons

- i. If manpower resigns, becomes sick, absent continuously, or is otherwise unavailable, Contractor shall arrange replacement within 48 hours.

d. Replacement Criteria

Replacement staff must:

- i. meet the same qualification/skill criteria,
- ii. be verified and approved by Employer,
- iii. be deployed without disrupting operations.

e. Temporary Substitute

- i. Where immediate replacement is required, Contractor may deploy a temporary substitute for maximum 07 days, subject to Employer approval.

Employer's Right to Remove / Stop Duty

Employer may immediately stop duty / remove any manpower from site in case of:

- i. safety breach,

- ii. misconduct,
- iii. fraud, or
- iv. security threat.

Such manpower shall not be re-deployed anywhere in Employer's system without written approval.

Cost & Liability

- i. Replacement shall be at Contractor's own cost, and no extra payment shall be admissible.
- ii. Contractor shall remain responsible for: iii. wages, benefits, and legal compliance, iv. EOBI/social security (where applicable),
- v. any damages caused by manpower negligence.

Penalty for Failure to Replace / Poor Quality Manpower

If Contractor fails to provide replacement within specified time, Employer may:

- i. impose penalty as per contract, and/or
- ii. deduct payment proportionate to shortage, and/or iii. arrange manpower from alternative sources at Contractor risk & cost, and/or iv. terminate contract for repeated failure.

Acceptance Testing / Trial Period (Recommended Clause)

- i. All manpower shall remain on trial period of 30 days.
- ii. During trial period, Employer may reject manpower without assigning any reason.
- iii. Contractor shall replace rejected manpower within 48 hours.

**Subject: Reply to Pre-Bid Clarifications Raised By ALFA HRS
Hiring of Firm for Outsourcing Manpower in SEPCO
(T. No. SEPCO/HRD/A9/2026/01)**

PRE-BID MEETING HELD ON: 12/05/2026 AT REGIONAL HEAD QUARTER SEPCO SUKKUR

With reference to the pre-bid clarifications submitted by prospective bidders regarding the subject procurement, the following responses/clarifications are hereby issued in accordance with PPRA Rules, applicable Labour Laws, Tax Laws, and bidding requirements of SEPCO. This clarification shall form part of the bidding documents.

Bidder's Observation / Query	SEPCO / Committee Response
<p>Trial Period & Grievance Mechanism (Clause 17.1 / Page 96) — Clarification regarding formal evaluation, right to appeal, rejection criteria, and payment after successful completion of trial period.</p>	<p><u>SEPCO Reply to Query 1:</u></p> <p>The matter shall be dealt with strictly in accordance with PPRA Rules, bidding documents, and applicable contractual provisions. The Procurement Committee/Competent Authority shall decide all matters transparently while ensuring completion of all codal formalities, fairness, and equal treatment of bidders. Any evaluation, acceptance, rejection, or performance assessment during trial period shall be carried out as per bidding documents and applicable rules.</p>
<p>Specification of Safety Shoes & PPE (Page 81) — Clarification regarding Electrical Hazard (EH) rated shoes and exact WAPDA/SEPCO specifications for PPE items.</p>	<p><u>SEPCO Reply to Query 2:</u></p> <p>The contractor shall provide all mandatory PPE and safety equipment as per operational requirements and nature of work including Safety Helmets, Insulated Rubber Gloves, Leather Protector Gloves, Safety Belts/Full Body Harness, Safety Shoes/Electrical Safety Boots, Insulated Sleeves, and Eye & Face Protection Equipment. All PPE and safety equipment shall strictly conform to applicable WAPDA/NTDC/DISCO specifications amended up to date including DDS-02:2009, P-73:1970, DDS-53:2008, P-120:1978, DDS-81:2007, and DDS-61:2012 or latest amended versions.</p>
<p>Uniform Material, Testing & Prototype (Page 81) — Clarification regarding Flame Resistant (FR) cloth, GSM requirement, Lab Test Report, and submission of prototype.</p>	<p><u>SEPCO Reply to Query 3:</u></p> <p>All PPE, uniforms, and safety-related items, wherever applicable, shall conform to operational requirements and applicable safety standards/specifications mentioned in the bidding documents. Requirement of any testing report, sample, prototype, or quality verification, if required, shall be determined by SEPCO/Competent Authority during evaluation or execution stage as per applicable rules and operational requirements.</p>
<p>Replacement Cycle & Non-Technical Staff Dress Code — Clarification regarding number of uniforms/shoes and dress code for non-technical staff.</p>	<p><u>SEPCO Reply to Query 4:</u></p> <p>Replacement and maintenance of PPE/uniforms shall remain responsibility of the contractor throughout the contract period in accordance with operational requirements. Further, no specific mandatory dress code/uniform is prescribed for non-technical staff by SEPCO; however, deployed staff shall maintain decent, suitable, and professional dressing keeping in view the working environment and official nature of duties.</p>
<p>Financial Clarification on Taxes & Fuel — Clarification regarding PST/WHT</p>	<p>All applicable taxes including Income Tax, Sales Tax, PST/WHT, and other statutory deductions/levies shall be</p>

and fuel/transport charges for field duties.	charged/deducted strictly in accordance with prevailing Government rules, PPRA Rules, and applicable tax laws. Further, in case staff is deputed for official field work/assignments by SEPCO, fuel and transportation cost for such movement shall not be responsibility of the bidder/contractor unless specifically provided in the contract or bidding documents.
Legal Responsibility & Investigation — Clarification regarding investigation hierarchy in case of technical accident and determination of responsibility.	<u>SEPCO Reply to Query 5:</u> Any accident, injury, safety violation, or technical incident arising during execution of the contract shall be dealt with in accordance with applicable laws, safety regulations, SOPs, and contractual provisions. Any investigation, assessment, or determination of responsibility shall be handled by SEPCO HSE Directorate/Director (Safety) and competent authorities as per applicable procedures and operational requirements.
Separate Financial Component for PPE & Uniforms — Request for separate head/column in financial bid for PPE and uniforms.	<u>SEPCO Reply to Query 6:</u> The existing financial bid format shall remain unchanged. No separate financial component/head for PPE, uniforms, safety gear, or related items shall be admissible unless specifically provided in the bidding documents or approved by the competent authority under applicable procurement rules.
Evaluation of Abnormally Low Service Charges & Statutory Compliance — Clarification regarding evaluation mechanism under PPRA Rule 2(q) and S.R.O. 1206(I)/2020.	<u>SEPCO Reply to Query 7:</u> Evaluation of bids including assessment of quoted service charges, statutory compliance, and financial responsiveness shall be carried out by the Procurement Committee strictly in accordance with PPRA Rules, applicable guidelines, bidding documents, and codal formalities. The Committee/Competent Authority reserves the right to seek clarification, supporting documents, or cost justification wherever required under applicable procurement rules.

General Clarification:

All bidders are advised to submit bids strictly in accordance with:

- bidding documents,
- PPRA Rules,
- Labour laws,
- Tax laws, and
- SEPCO requirements.

No clarification shall be construed to alter the fundamental scope, evaluation criteria, financial methodology, or contractual obligations unless formally incorporated through corrigendum/addendum issued by SEPCO.

**Subject: Reply to Pre-Bid Clarifications Raised By ICON Consultants (Private) Limited
Hiring of Firm for Outsourcing Manpower in SEPCO
(T. No. SEPCO/HRD/A9/2026/01)**

PRE-BID MEETING HELD ON: 12/05/2026 AT REGIONAL HEAD QUARTER SEPCO SUKKUR

With reference to the pre-bid clarifications submitted by prospective bidders regarding the subject procurement, the following responses/clarifications are hereby issued in accordance with PPRA Rules, applicable Labour Laws, Tax Laws, and bidding requirements of SEPCO. This clarification shall form part of the bidding documents.

S #	Query	SEPCO Response / Clarification
	<p>1. <u>Price Schedule (Financial Bid)</u> The tender requires submission of documentary evidence for:</p> <ul style="list-style-type: none"> • SESSI Contributions • EOBI Contributions • Provincial Sales Tax (Annex-C) <p>However, statutory timelines are as follows:</p> <ul style="list-style-type: none"> • SESSI Challans: Submitted by 20th (reporting by 15th of next month) • EOBI Challans: Submitted by 15th of next month • Provincial Sales Tax Annex-C: Generated around 18th of next month <p>Accordingly, supporting documents for the first invoice will not be available at submission time. Request: Allow submission of such documents with the subsequent invoice, in line with statutory timelines, and treat the first invoice accordingly.</p>	<p><u>SEPCO Reply to Query 1:</u></p> <ul style="list-style-type: none"> • Committee Decision: The tender conditions shall remain strict: each invoice must be accompanied by up-to-date statutory deposit proofs (EOBI, SESSI/PESSI, GLI, Gratuity, SRB-challans, etc.) for the covered period. No partial or “STAND-ALONE” invoice will be processed until these documents are filed. • Rationale: As the principal employer, SEPCO is vicariously responsible for contractors labour-law obligations. Non-compliance (e.g. defaulting on EOBI or SESSI contributions) could expose SEPCO to liabilities and AGP audit objections. Federal and Sindh labor laws mandate timely employer contributions; delaying proof jeopardizes employees’ benefits and SEPCO’s legal position. For example, the EOBI Act 1976 and SESSI/ESSI laws require remittance of contributions by specific dates (typically by the 15th/30th of the following month). SEPCO’s auditors will insist on verifying these deposits to avoid contingent liability. • Verification Procedure: The contractor must provide stamped copies of bank challans or online deposit slips along with the invoice. SEPCO’s HR/Finance department will cross-check challan details (amount, employee count) against the payroll file. SEPCO may also request official “contribution register” extracts from EOBI/SESSI portals. Random audits or third-party verification can be

S #	Query	SEPCO Response / Clarification
		<p>conducted. Any discrepancy (e.g. mismatched number of employees) will pause payment until resolved.</p> <ul style="list-style-type: none"> • Payment & Penalty: No advance payment will be made without compliance. Per contract conditions, a portion of payment (or full amount) will be withheld until satisfactory submission of proofs. If deposits are overdue, SEPCO may deduct unpaid amounts from invoices and deposit on behalf of contractor; any shortfall can be recovered as debt. Persistent non-compliance will be deemed breach of contract, allowing termination and blacklisting under PPRA Rules.
	<p><u>2. Payroll Period & Invoice Verification methodology:</u> It is recommended that the payroll period be fixed from 26th to 25th of each month, based on electronic attendance (face-recognition enabled) systems. The payroll shall be verified by the concerned Regional HR Head/ IBC manager where the deployment has been made or being supervised. After approval, invoices shall be finalized within two (02) working days. Email-based verification is proposed to ensure timely processing.</p> <p><u>Proposed First Option</u> Each invoice shall be supported by:</p> <ul style="list-style-type: none"> • Verified payroll (26th–25th) with approved attendance • EOBI, PESSI, SRB Annex-C (of previous month) • Proof of salary disbursement through bank transfer only <p>Payment Timeline: Release payment on or before 30th of each month to ensure timely salary disbursement.</p> <p><u>Proposed Second Option:</u> The payment is made to service provider upon, verified payroll</p>	<p><u>SEPCO Reply to Query 2:</u></p> <ul style="list-style-type: none"> • Committee Decision: SEPCO’s own accounting cycle governs payroll and invoicing. Bidders must align with SEPCO’s billing period (regardless of 26–25 vs 1–30 scheme). All invoices will be subjected to SEPCO’s standard verification before payment. Email-based approvals are not a substitute for formal procedures. • Rationale: Consistency with SEPCO’s financial year and SAP/ERP modules is essential. Allowing an alternative cycle (26th–25th) could disrupt accruals and audit trails. Furthermore, processing any payment before full verification risks errors or fraud (e.g. ghost workers). Proper procurement practice (and PPRA Rule 43) requires payment after acceptance of services. The proposed “pay by 30th regardless” is unacceptable; payments are released only after the concerned department certifies the service. This prevents payments for unperformed or fraudulent claims.

S #	Query	SEPCO Response / Clarification
	<p>(26th–25th) along Approved attendance records for the same and payment is made to such tune from the invoice value with additional Debit note, whereas, all statutory payments EOBI, SESSI, GLI, Gratuity, SRB Annex C shall be made to Service provider once the connected proof or challans are provided which can be by 20th of month of the subsequent month based on its submission dates.</p> <p>This will not put extra financial liquidity crunch on service provider in addition to the huge bank guarantee by the service provider. Since the payment is being made for the monthly served period of employee.</p> <ul style="list-style-type: none"> • Payment made based on verified payroll & attendance only • Statutory payments (EOBI, PESSI, GLI, Gratuity, SRB) reimbursed separately upon submission of challans • Adjustment via debit notes mechanism <p>Rationale: This approach avoids liquidity constraints arising from high performance guarantees and ensures uninterrupted service delivery.</p>	
	<p><u>3. Phased Deployment of Workforce</u></p> <ul style="list-style-type: none"> • Deployment to be phased over up to 2 months • Priority given to critical operational areas • Progress reports submitted every 15 days 	<p><u>SEPCO Reply to Query 3:</u></p> <p>SEPCO may allow phased deployment strictly as per operational requirements and directions of the concerned department. However: the contractor shall ensure uninterrupted manpower availability, and full deployment within the timeline prescribed by SEPCO. Progress reports may be required periodically during mobilization.</p>
	<p><u>4. Imposition of SST on invoice</u></p> <p>The clarification is also required for applicability of SST on the invoice value,</p> <p>If it is to be impose on only service charge value only or Total invoice including reimbursement portion.</p>	<p><u>SEPCO Reply to Query 4:</u></p> <ul style="list-style-type: none"> • Committee Decision: SST will be applied strictly as per the Sindh Sales Tax on Services Act and related case law. SEPCO will charge SST only on the contractor's

S #	Query	SEPCO Response / Clarification										
	<p>If, its on Service charges only; Reimbursement invoice shall be separately be made as non-Sales tax invoice and Sales tax invoice is separately made for service charges.</p> <p>Request: Clarify this requirement to ensure uniform cost structuring across all bidders and maintain fairness in financial evaluation.</p>	<p>service fee (profit margin), not on pass-through salary payments. The bidder should factor this into its rates.</p> <ul style="list-style-type: none"> • Rationale: By SRB/Sindh Act law (Rule 42E), SST is levied on “service charges” for manpower supply. The Sindh High Court has unequivocally held that taxing the entire billed amount (including wages paid to workers) was ultra vires. In EFP vs SRB (SHC 17 Nov 2020), the court ruled that SST applies only to the net receipt of service charges, “exclusive of all reimbursed amounts of salary and allowances”. SEPCO will follow this judgment. If SRB now attempts to tax gross, SEPCO will require rebate or relief; the contractor should not bid assuming SST on gross. 										
	<p>5. Clarification of Requirement of Joint Venture documentation,</p> <p>Labor Registrations as mentioned below for lead partner should be required, since invoice is raised by the lead partner and all compliances are made by the lead partner in relevant authorities sine these is no registration for JV name in law but only related to one partner, so the documents of lead partner should fulfil the requirement, or it should be considered as fulfilled requirement.</p> <ul style="list-style-type: none"> • EOBI Registration • SESSI Registration <p>Tax Compliance, Financials and performances along with latest tax return of lead partner should be submitted and considered, as invoice are raised for Lead partner and tax compliances are fulfilled by the lead partner only.</p> <p>Checklist for JV (Joint Venture)</p> <table border="1" data-bbox="197 1177 1196 1439"> <thead> <tr> <th data-bbox="197 1177 524 1217">Legal</th> <th data-bbox="524 1177 1196 1217">Lead Partner</th> </tr> </thead> <tbody> <tr> <td data-bbox="197 1217 524 1257">• JV Agreement</td> <td data-bbox="524 1217 1196 1257">Signed by both JV Partner – Mandatory in JV</td> </tr> <tr> <td data-bbox="197 1257 524 1329">• Power of Attorney</td> <td data-bbox="524 1257 1196 1329">Support partner should Authorize Lead Partner</td> </tr> <tr> <td data-bbox="197 1329 524 1409">• Board Resolution/ Authorizations</td> <td data-bbox="524 1329 1196 1409">Support partner should Authorize Lead Partner</td> </tr> <tr> <td data-bbox="197 1409 524 1439">Registration</td> <td data-bbox="524 1409 1196 1439"></td> </tr> </tbody> </table>	Legal	Lead Partner	• JV Agreement	Signed by both JV Partner – Mandatory in JV	• Power of Attorney	Support partner should Authorize Lead Partner	• Board Resolution/ Authorizations	Support partner should Authorize Lead Partner	Registration		<p>SEPCO Reply to Query 5:</p> <p>With reference to the bidder’s post-tender query regarding submission requirements for Joint Venture (JV) firms, the following clarifications are issued in accordance with applicable procurement rules, standard JV practices and tender evaluation principles:</p> <ol style="list-style-type: none"> 1. Status of Joint Venture A Joint Venture is considered a consortium of independent legal entities jointly participating in the bidding process. Therefore, each JV partner shall remain individually responsible for its legal standing, statutory compliance, and obligations under the contract, unless specifically exempted in the bidding documents. 2. JV Agreement and Authorization Documents The following documents shall be mandatory from all JV partners: <ul style="list-style-type: none"> • Valid JV Agreement executed by all partners; • Power of Attorney authorizing the Lead Partner to act on behalf of the JV; • Board Resolution/Authorization from each JV partner approving participation in the JV. 3. Mandatory Legal Registrations
Legal	Lead Partner											
• JV Agreement	Signed by both JV Partner – Mandatory in JV											
• Power of Attorney	Support partner should Authorize Lead Partner											
• Board Resolution/ Authorizations	Support partner should Authorize Lead Partner											
Registration												

S #	Query		SEPCO Response / Clarification
	• SECP	Both JV Partner, as required to Sign JV	<p>Since all JV partners are independent legal entities and signatories to the JV arrangement, the following registrations/documents shall be mandatory from each JV partner:</p> <ul style="list-style-type: none"> • SECP Registration (where applicable); • NTN Registration; • Valid identification and legal status documents as required under the bidding documents. <p>4. Sales Tax Registration</p> <p>STRN/SRB registration of the Lead Partner shall be acceptable where the Lead Partner is designated in the JV Agreement as the entity responsible for invoicing, billing, and sales tax compliances during execution of the contract.</p> <p>5. Labor Registrations (EOBI & SESSI)</p> <p>The bidder's request regarding labor registrations has been examined. In line with standard procurement and labor compliance practices, the following shall apply:</p> <ol style="list-style-type: none"> EOBI and SESSI registrations are statutory obligations applicable to the employer/entity engaging labor. Where the JV Agreement clearly establishes that manpower deployment, payroll management, and labor compliance responsibilities rest solely with the Lead Partner, submission of EOBI and SESSI registrations of the Lead Partner may be considered acceptable for evaluation purposes. However, this acceptance shall not relieve any JV partner from joint and several liability under the contract or under applicable labor laws. <p>6. Tax Compliance</p> <ol style="list-style-type: none"> ATL status, latest tax returns, and tax compliance documents of the Lead Partner may be accepted where the Lead Partner is the designated invoicing and tax-compliant entity under the JV arrangement. Nevertheless, each JV partner must possess valid NTN registration and remain compliant with applicable tax laws and government regulations. <p>7. Financial Capacity Requirements</p>
• NTN	Both JV Partner, as required to Sign JV		
• STRN/SRB	Lead Partner		
• EOBI	Lead Partner		
• SESSI	Lead Partner		
• ATL	Lead Partner		
Affidavits			
• Non-blacklisting	Both Partner		
• Anti-corruption	Both Partner		
• Labor compliance	Both Partner		
Financial			
• Audited accounts (3 years)	If fulfilled by the lead JV partner, it should not be compulsory of Support JV partner		
• Bank statements	If fulfilled by the lead JV partner, it should not be compulsory of Support JV partner		
• Turnover certificate	If fulfilled by the lead JV partner, it should not be compulsory of Support JV partner		
Experience			
• Contracts	If fulfilled by the lead JV partner, it should not be compulsory of Support JV partner		
• Work orders	If fulfilled by the lead JV partner, it should not be compulsory of Support JV partner		
• Completion certificates	If fulfilled by the lead JV partner, it should not be compulsory of Support JV partner		
• Client references	If fulfilled by the lead JV partner, it should not be compulsory of Support JV partner		
Technical			
• Company profile	If fulfilled by the lead JV partner, it should not be compulsory of Support JV partner		
• Organization chart	If fulfilled by the lead JV partner, it should not be compulsory of Support JV partner		
• HR capability documents	If fulfilled by the lead JV partner, it should not be compulsory of Support JV partner		

S #	Query	SEPCO Response / Clarification
		<p>a. Financial documents including audited accounts, turnover certificates, and bank statements may be evaluated either:</p> <ol style="list-style-type: none"> i. cumulatively as a JV; or ii. solely on the basis of the Lead Partner, depending upon the qualification criteria expressly provided in the bidding documents. <p>b. Where the Lead Partner independently satisfies the prescribed financial threshold, supporting partner financial documents may not be mandatory unless specifically required in the tender documents.</p> <p>8. Experience and Performance Credentials</p> <ol style="list-style-type: none"> a. Experience documents including contracts, work orders, completion certificates, and client references may be considered on the basis of the Lead Partner where the Lead Partner independently fulfills the mandatory qualification and experience criteria. b. In cases where cumulative JV experience is permitted or required under the bidding documents, credentials of all JV partners may be considered collectively. <p>9. Technical Capability Documents</p> <p>Technical and operational documents including company profile, organizational structure, and HR capability documents may be accepted from the Lead Partner where the Lead Partner is designated as the principal executing entity of the JV.</p> <p>10. Mandatory Affidavits and Undertakings</p> <p>The following affidavits/undertakings shall remain mandatory from each JV partner individually:</p> <ul style="list-style-type: none"> • Non-Blacklisting Affidavit; • Anti-Corruption Undertaking; • Labor Law Compliance Undertaking. <p>11. Governing Principle</p> <p>All evaluations shall be carried out strictly in accordance with:</p> <ul style="list-style-type: none"> • the provisions of the bidding documents; • applicable PPRA Rules; • prevailing laws of Pakistan; and

S #	Query	SEPCO Response / Clarification
		<ul style="list-style-type: none"> • standard principles governing Joint Ventures in public procurement. <p>In case of any conflict, the provisions of the bidding documents shall prevail.</p> <p>12. Right of the Procuring Agency SEPCO reserves the right to seek additional clarifications or supporting documents from any JV partner during the evaluation process wherever deemed necessary for verification of eligibility, qualification, or statutory compliance.</p>
	<p>6. PPE, Safety Equipment, Tools & Operational Equipment PPE, Safety Equipment, Tools & Operational Equipment; The bidder respectfully requests SEPCO to clarify and reconsider the responsibility for provision of PPE, safety equipment, operational tools, and specialized field equipment under the subject contract.</p> <p>Considering the operational nature of electrical distribution activities and field assignments under SEPCO supervision, it is recommended that such items may preferably be provided by SEPCO or alternatively reimbursed separately on actual cost basis as a one-time mobilization expense, while inventory management and maintenance may remain the responsibility of the contractor.</p> <p>1. PPE & Safety Equipment</p> <p>The tender requires the contractor to provide PPE and safety equipment; however, detailed specifications, standards, quantities, and replacement criteria are not clearly defined.</p> <p>It is recommended that the following may be provided by SEPCO or reimbursed separately on actual cost one time reimbursement basis:</p> <ul style="list-style-type: none"> • Safety helmets • Gloves • Safety belts • Safety shoes • Reflective jackets • Electrical safety PPE <p>Reason</p>	<p><u>SEPCO Reply to Query 6:</u></p> <p>With reference to the bidder's query regarding provision/reimbursement of PPE, safety equipment, operational tools, and specialized field equipment, the following clarification is hereby issued:</p> <p>1. Contractor's Responsibility All PPE, safety equipment and all other resources required for safe and proper execution of the contract shall be arranged, provided, maintained, and replaced by the successful bidder/contractor entirely at its own cost. No separate reimbursement, mobilization payment, or compensation on account of PPE, or safety gear equipment shall be admissible.</p> <p>2. Mandatory PPE & Safety Equipment The contractor shall provide, at minimum, the following, but not limited to, PPE and safety equipment to all deployed staff as applicable to the nature of work:</p> <ul style="list-style-type: none"> • Safety Helmets • Insulated Rubber Gloves • Leather Protector Gloves • Safety Belts / Full Body Harness • Safety Shoes / Electrical Safety Boots • Insulated Sleeves • Eye & Face Protection Equipment

S #	Query	SEPCO Response / Clarification
	<p>This will:</p> <ul style="list-style-type: none"> • Ensure uniform safety standards across all SEPCO formations • Avoid disputes regarding quality/specifications • Reduce operational and safety conflicts • Ensure compliance with SEPCO/DISCO safety SOPs • Protect contractor from undefined and unlimited safety liabilities <p>2. Tools & Operational Equipment The tender does not clearly define the exact list and specifications of operational tools/equipment.</p> <p>It is recommended that specialized operational tools and field equipment required for SEPCO operations may either:</p> <ul style="list-style-type: none"> • be provided by SEPCO, OR • reimbursed separately as one-time mobilization cost. <p>The contractor may remain responsible for:</p> <ul style="list-style-type: none"> • custody, • inventory management, • maintenance, and • proper utilization of such equipment during contract execution. <p>Reason</p> <p>This will:</p> <ul style="list-style-type: none"> • Avoid ambiguity in contractor scope • Prevent execution disputes and hidden costs • Ensure compatibility with SEPCO operational standards • Eliminate field-level conflicts regarding tools/equipment • Protect both parties from operational delays and liability disputes 	<p>3. Compliance with WAPDA/NTDC/DISCO Specifications</p> <p>All PPE & safety equipment shall strictly conform to applicable WAPDA/NTDC/DISCO specifications (amended up to date), including but not limited to the following standards:</p> <ul style="list-style-type: none"> • Safety Belt — WAPDA Specification DDS-02:2009 • Safety Helmet (Insulated Safety Hat) — WAPDA Specification P-73:1970 • Insulated Rubber Gloves — WAPDA Specification DDS-53:2008 / amended versions • Leather Protector Gloves — WAPDA Specification P-120:1978 • Insulated Rubber Sleeves — WAPDA Specification DDS-81:2007 • Safety Shoes / Safety Boots — WAPDA Specification DDS-61:2012 <p>The contractor shall ensure that all PPEs are genuine, serviceable, tested, and compliant with latest applicable WAPDA/DISCO safety standards & operational requirements.</p> <p>4. Inspection & Compliance</p> <p>On behalf of SEPCO, Director (Safety) reserves the right to inspect, verify, reject, or require replacement of any PPE & safety equipment at any stage during execution of the contract if found:</p> <ul style="list-style-type: none"> • substandard, • unsafe, • non-compliant with specifications, • damaged, expired, or unserviceable. <p>The contractor shall immediately replace such items at its own cost without any financial implication to SEPCO.</p> <p>5. Safety & Regulatory Compliance</p> <p>The contractor shall ensure full compliance with:</p> <ul style="list-style-type: none"> • NEPRA Safety Codes and Regulations; • WAPDA/NTDC/DISCO Safety Manuals & SOPs; • Labour Laws of Pakistan; • Occupational Health & Safety requirements; <p>The contractor shall remain solely responsible for workforce safety, training, use of PPE, operational readiness, and</p>

S #	Query	SEPCO Response / Clarification
	<p><u>Suggestion in two below options:</u></p> <p>Options-01</p> <p>“All operational PPE, electrical safety equipment, and specialized field tools required for SEPCO operational activities shall preferably be provided by SEPCO. Alternatively, the cost of such items may be reimbursed separately as one-time mobilization cost on actual basis, whereas inventory control, maintenance, and accountability shall remain the responsibility of the contractor during the contract period and to be return in safe custody after the expiration of contract period, whereas, those items which is considered as one year life line shall be dispose off with notification to SEPCO vide Certificate from contractor.”</p> <p>Alternatively:</p> <p>Options-02</p> <p>“All operational PPE, electrical safety equipment, and specialized field tools required for SEPCO operational activities shall preferably be provided by SEPCO to maintain uniform safety standards and avoid operational conflicts during execution of the contract.”</p> <p>This clarification will help ensure transparent execution, fair allocation of responsibilities, proper safety compliance, and avoidance of operational conflicts during the performance of the contract.</p>	<p>compliance with all statutory and contractual safety obligations during the entire contract period.</p> <p>6. Liability & Risk</p> <p>Any accident, injury, loss of life, equipment damage, or safety violation arising out of non-provision, improper use, defective quality, or inadequate maintenance of PPE/T&P shall be the sole responsibility and liability of the contractor.</p>

General Clarification:

All bidders are advised to submit bids strictly in accordance with:

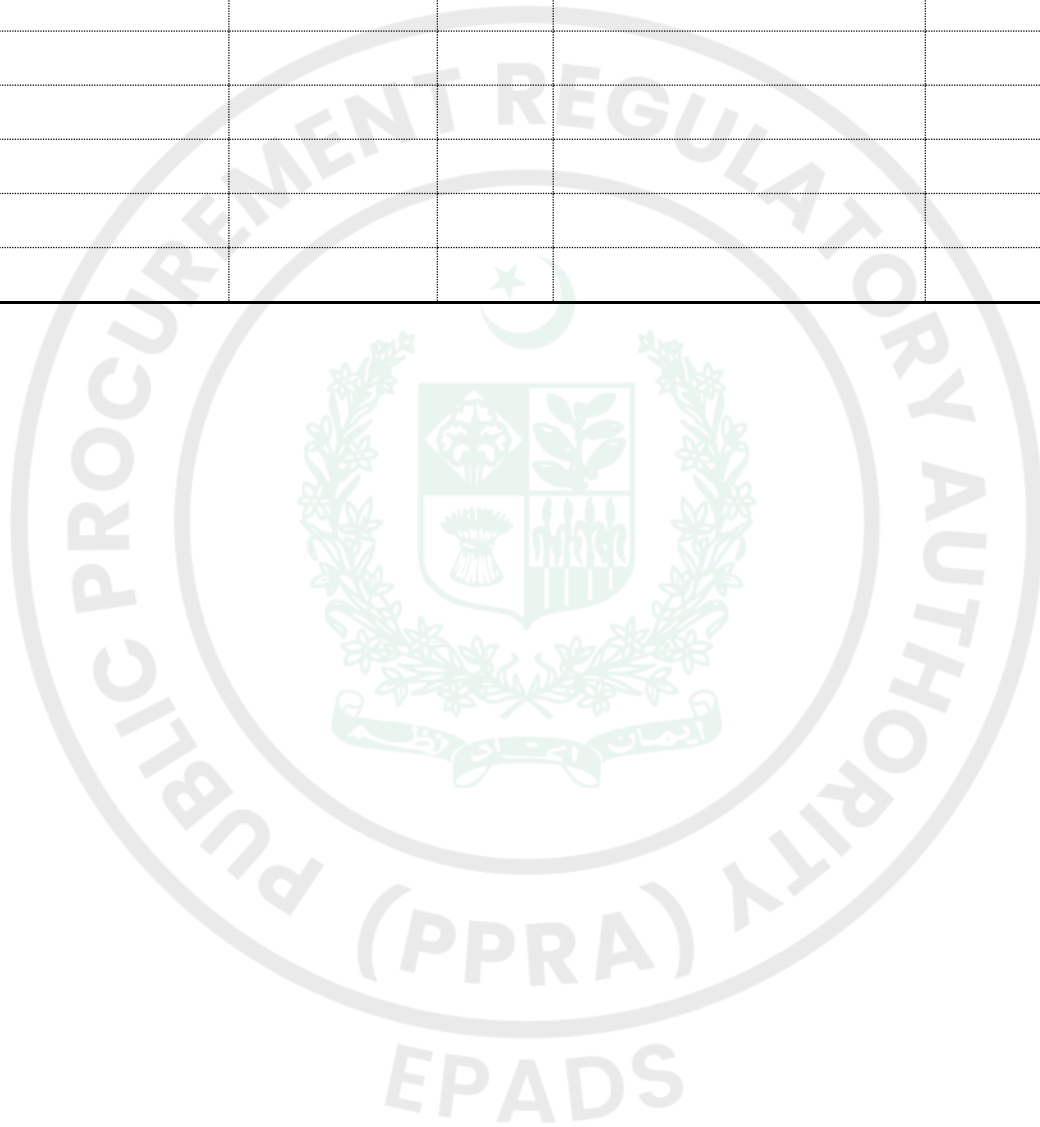
- bidding documents,
- PPRA Rules,
- Labour laws,
- Tax laws, and
- SEPCO requirements.

No clarification shall be construed to alter the fundamental scope, evaluation criteria, financial methodology, or contractual obligations unless formally incorporated through corrigendum/addendum issued by SEPCO.

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



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

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

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

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

<i>[insert year]</i>	<i>[insert amount]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i></p>	<i>[insert amount]</i>

Current Contract Commitments / Contracts in Progress Form

1. Name of Contract(s)
2. Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]
3. Value of outstanding contracts [current PKR equivalent]
4. Estimated Delivery Date
5. Average monthly invoices over the last six months (PKR/mon.)

Financial Situation and Performance

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

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

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

* Refer ITA 14 for the exchange rate

3. Financial documents

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

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

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

Average Annual Turnover (Annual Sales Value)

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

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

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

* Refer ITA for date and source of exchange rate.

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