GUJRANWALA ELECTRIC POWER COMPANY LIMITED

GEPCO

Tender No. 02/26/GSO/GRW/2025-26

TO BE OPEND ON 10/08/2026

Executive Engineer SS&T/L Division

TENDER DOCUMENTS FOR

CONSTRUCTION OF RETAINING WALL AROUND 08 Nos. TOWERS AT 132KV T/LINES Q.D. SINGH - DHA-1 & 132KV T/LINE NOKHAR - Q.D. SINGH/FATEH PUR AND 132KV T/LINE NOKHAR-KHIALI. (As Per Site Requirement)

PREFACE

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

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

The document consists of general as well as specific provisions to be applicable for the procurement of works and can be used with or without pre-qualification process. The specific provisions supplement to the general provisions and may be amended or opted by the procuring agencies in the manner and to the extent prescribed in the respective sections.

This document is a live document, and may be updated on 30th June of each financial year (as an when required) considering the regulatory experience feedback based on monitoring the procurement practices and valuable suggestions of the stakeholders (i.e. procuring agencies, vendors and general public).

Standard Bidding Documents

for
Procurement of Works

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation for Bids
Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V – Evaluation and Qualification Criteria

This section contains information regarding evaluation and qualification criteria including domestic preference.

Section VI – Works Requirements, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities

This Section includes the Drawings, and supplementary information that describe the Works to be procured.

Section VII – Standard Bidding Forms

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

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts.

Section IX - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract.

Section X - Contract Forms

This Section contains forms which, once completed, will become part of the Contract including Letter of Acceptance, Contract Agreement, Integrity Pact and other relevant forms. The forms for **Performance Security/ Guarantee and Beneficial Owners Information** will be provided by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION FOR BIDS

GUJRANWALA ELECTRIC POWER COMPANY LIMITED

CONSTRUCTION OF RETAINING WALL AROUND 08 Nos. TOWERS AT 132KV T/LINES Q.D. SINGH - DHA-1 & 132KV T/LINE NOKHAR - Q.D. SINGH/FATEH PUR AND 132KV T/LINE NOKHAR-KHIALI. (As Per Site Requirement)

Invitation for Bids

Date:

1. This Invitation for Bids follows the Procurement Notice (PN) or Procurement Advertisement (PA) No. 02/26/GSO/GRW/2025-26 for the subject Project/Procurement which appeared in National Newspapers and on EPADS.
2. The Procuring agency / Employer has reserved the funds for the procurement planned during the financial year ***2025-2026***. It is intended that part of the proceeds of the funds will be used to cover eligible payment under the contract for the CONSTRUCTION OF RETAINING WALL AROUND 08 Nos. TOWERS AT 132KV T/LINES Q.D. SINGH - DHA-1 & 132KV T/LINE NOKHAR - Q.D. SINGH/FATEH PUR AND 132KV T/LINE NOKHAR-KHIALI. (As Per Site Requirement)
3. The **Gujranwala Electric Power Company Limited,** through the Executive Engineer SS&T/L Division,GEPCO Gujranwala, now invites electronic bids from eligible bidders for CONSTRUCTION OF RETAINING WALL AROUND 08 Nos. TOWERS AT 132KV T/LINES Q.D. SINGH - DHA-1 & 132KV T/LINE NOKHAR - Q.D. SINGH/FATEH PUR AND 132KV T/LINE NOKHAR-KHIALI. (As Per Site Requirement) within the jurisdiction of GEPCO.

1	From where tender Documents can be obtained?	Tender documents can be obtained from the E-PADS/PPRA website(www.eprocure.gov.pk).
2	Earnest Money	i. The Bid Security @ 2% shall be submitted in the form of a Call Deposit Receipt (CDR) issued by any scheduled bank of Pakistan in Favor of the XEN SS&T/L Division, GEPCO, Gujranwala. A scanned copy of the CDR in (pdf) form must be uploaded along with the bid, while the original CDR shall be submitted in an envelope clearly marked with the Tender Number and Title to the office of the undersigned at least 30 minutes prior to the bid opening time. ii.The successful bidder will have to submit 10% as Performance Security in the form of CDR at the time of signing of Contract Agreement.
3	Other Conditions	i. Contractors must attach a copy of registration with Pakistan Engineering Counsel (PEC) for the year 2025-2026, active registration certificates issued by the Punjab Revenue Authority (PRA) and the Federal Board of Revenue (FBR) with their bids. ii. The average annual turnover with Tax return from FBR should be as per tender notice's BOQ amount for last 2 years, verified from the certified auditor. iii. Current month bank statement showing 15% balance amount of work in Bank. iv. In proof of experience the contractor is required to submit at most 02 No. valid work orders having cumulative cost equal to or more than 100% of BOQ amount along with work completion certificates obtained from work order issuing authority for executing for same nature of work during the last 05 years. v. Single-stage, Single-envelope procurement process will be adopted as per PPRA Rules 36(a).

		vi. Bid validity period: 90-Days.
4	Note.	i. The GEPCO reserves the rights to accept or reject the tender as per PPRA Rules. (No conditional tender will be accepted). ii. Tender documents, whether downloaded from the E-PADS website or obtained from the office of the undersigned, shall be duly signed by the firm/authorized representative and shall not be altered in any manner. iii. Bids must be submitted through E-PADS and original bids also be submitted in the office of the undersigned before tender submission time. iv. If any material deviation, inconsistency, or alteration is found between the hard copy and the soft copy of the bid, such bid shall be considered non-responsive. v. For further details of works and tender forms, intending contractors may contact the office of the undersigned during office hours on any working day before the opening date of tenders. vi. Additional details, criteria, and rules of the works are provided in the Tender Documents.
5	Last Date / Time of Tender Submission / uploading. up to 10.08.2026 @ 11:00 A.M.	Last Date / Time of Tender Submission / uploading. up to 10.08.2026 @ 11:00 A.M.
6	Date & time of Opening of Tender. Bids will be opened through E-PADS on 10.08.2026 at 11:30 A.M.	Date & time of Opening of Tender. Bids will be opened through E-PADS on 10.08.2026 at 11:30 A.M.

4. The bidding shall be conducted in line with the Single Stage Single Envelope/

Single Stage Two Envelope procedure prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders registered in the EPADS.

5. All bids must be accompanied by a Bid Security in an acceptable form in the amount of @2%

6. The electronic bids prepared in accordance with the instructions prescribed in the electronic bidding documents must be submitted through EPADS on or before 10.08.2026 before 11:00 AM. Electronic bids will be opened by using EPADS on the same day at 11:30 AM
[Executive Engineer SS&T/L Division, GEPCO Gujranwala].

Table of Contents

SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

1. Scope of Bid	1.1	The Procuring agency/Employer (PA), as indicated in the **Bid Data Sheet** (BDS) invites Bids for the execution of Works as specified in the BDS and **Section V- Works Requirements**. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.
2. Source of Funds	2.1	Source of funds as referred in Bid Data Sheet.
3. Eligible Bidders	3.1	A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, 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 or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. *(The limit on the number of members of JV or Consortium may be prescribed in BDS, in accordance with the guidelines issued by the PPRA)*.
	3.2	The appointment of Lead Member in the joint venture or consortium shall be confirmed by submission of a valid Power of Attorney to the Procuring agency/Employer (Executive Engineer SS&T/L Division, GEPCO Gujranwala)
	3.3	Verifiable copy of the agreement that forms a joint venture or consortium shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture or consortium shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring agency/Employer and in line with any instructions issued by the Authority.
	3.5	The invitation for bids is open to all prospective bidder's subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business.

	3.6 .	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the Procuring agency/Employer along with their bid, however, the final award will be subject to the complete registration process.
	3.7	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or b) any of its affiliates has been hired (or is proposed to be hired) by the Procuring agency/Employer as Engineer for the Contract implementation; or c) The works to be executed are resulting from or directly related to consulting services for the preparation or implementation of the project that the bidder provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. d) have controlling shareholders in common; or e) receive or have received any direct or indirect subsidy from any of them; or f) have the same legal representative for purposes of this Bid; or g) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or h) Submit more than one bid in this bidding process.
	3.8	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent. (b) payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws)

		in the total or partial loss of the right to administer and dispose of its property. (c) legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property. (d) The bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct. (e) The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring agency/Employer, as the Procuring agency/Employer shall reasonably request.
	3.11	Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.
3(a). Eligibility Criteria for participation	3(a).1	Bidders must fulfill the following conditions and the conditions mentioned in tender notice: i. Original Bid Security in the shape of Bank Draft / CDR issued by a scheduled bank in Pakistan @ 2% of BOQ cost must be supplied along with bid: ii. Valid PEC registration renewed for the year 2025-26, with specialization codes of CE-10 as mentioned in the tender notice. iii. Contractor is required to provide 02 No. of work order and its Completion certificate. iv. Work completion certificate. v. PRA Registration. vi. Company Profile.

4. Eligible Material and Equipment	4.1	All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the material, equipment is produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.
	4.3	The nationality of the bidder shall not determine the origin of the material and equipment.
	4.4	To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process.

6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency/Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.2** include: **Section I -**Invitation for Bids **Section II** Instructions to Bidders (ITBs) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Works Requirements Technical Specifications & Schedule of Requirements **Section VI** Standard Bidding Forms **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	7.2	The number of copies to be completed and submitted with the Bid is specified in the **BDS.**
	7.3	The Procuring agency/Employer is not responsible for the completeness of the bidding documents and their addenda, if they were not obtained directly from the Procuring agency/Employer or the signed pdf version downloaded from the website of the Procuring agency/Employer or the Authority's website or e-Procurement System as the case may be. However, procuring agency/Employer shall place both the pdf and editable version of the same on its website and Authority's website or e-Procurement System to facilitate the bidder for filling the standard bidding forms.
	7.4	The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

8. Clarification of Bidding Document, Pre-bid Meeting	8.1	A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer in writing or in electronic form that provides record of the contents of communication at the Procuring agency/Employer's address indicated in the **BDS.**
	8.2	The Procuring agency/Employer will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 24.1.** However, this clause shall not apply in case of alternate methods of procurement.
	8.3	Copies of the Procuring agency/Employer's response will be forwarded to all identified prospective bidders through an identified source of communication, including a description of the inquiry, but without specifying its source. In case of downloading the bidding documents from the website of Procuring agency/Employer or e-Procurement System, the response of all such queries will also be available on the same platform available at the website.
	8.4	Should the Procuring agency/Employer deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure as prescribed under **ITB 09.**
	8.5	If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the **BDS**. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.
	8.6	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective bidders who have obtained the bidding documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to **ITB 9.** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
	8.7	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

	8.8	The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of bids, the Procuring agency/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to **ITB 7.1** and shall be communicated in a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential, such notification shall be made in a manner similar to the original advertisement. *Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.*
	9.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids: *Provided that the Procuring agency/Employer shall extend the deadline for submission of bid, if such an addendum is issued within last three (03) days of the bid submission deadline.*

C. PREPARATION OF BIDS

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

11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents	11.1	The bid prepared by the bidder shall constitute the following components: - a) Documentary evidence established in accordance with **ITB 11** that the material, equipment and services to be provided by Bidder are eligible material, equipment and services, and conform to the Bidding Documents. b) Documentary evidence established in accordance with **ITB 12** that the bidder has been authorized to carry out the Construction works. c) Documentary evidence established in accordance with **ITB 12** that the bidder is eligible and/or qualified for the subject bidding process; d) Form of Bid and Bid Prices completed in accordance with **ITB 14 and 15;** **e)** Completed schedules as required, including priced Bill of Quantities in accordance with **ITB 13 & 15.** **f)** Technical Proposal completed in all aspects in accordance with **ITB-17**. g) Bid security or Bid Securing Declaration furnished in accordance with **ITB 19;** h) Alternative bids, if permissible, in accordance with **ITB 20;** i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid**;** and j) Any other document required in the **BDS**.
	11.2	In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
	11.3	The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.
	11.4	The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the work methodology, approach, schedule and resources to be mobilized at site; b) an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works

		to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the **BDS**.
	11.5	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
12. Documents Establishing Eligibility and Qualification of the Bidder	12.1	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.
	12.2	The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer 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".
	12.3	The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that: a) The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and **BDS**. b) In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications. c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and **BDS.**
13. Letter of Bid and Schedules	13.1	The Letter of Bid (Technical or Financial as the case may be) and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Standard Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITB 22.** All blank spaces shall be filled in with the information requested.
14. Letter of Bid	14.1	The bidder shall fill the Letter of Bid (Technical or Financial as the case may be) furnished in the bidding documents. The Standard Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

15. Bid Prices	15.1	The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.
	15.2	The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the bid.
	15.5	Unless otherwise specified in the **BDS** and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	15.6	If so specified in **ITB 1.1**, bids may be invited for individual lots (contracts) or for any combination of lots (packages).
	15.7	Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to **ITB 30,** unless otherwise price adjustment is permissible under Conditions of the Contract.
	15.8	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
16. Currencies of Bid and Payment	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the **BDS.**

	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid, if prescribed in the BDS.
	16.4	Bidders may be required by the Procuring agency/Employer to clarify their foreign currency requirements, if prescribed in the BDS and to substantiate that the amounts included in Lump Sum and in the **SCC** are reasonable and responsive to **ITB 16.1**.
17. Documents Comprising the Technical Proposal	17.1	The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in **Section IV – Standard Bid Forms**, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.
18. Bid Validity Period	18.1	Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer 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.
	18.2	Under exceptional circumstances, prior to the expiration of the initial bid validity period, the Procuring agency/Employer may request the bidders' consent to an extension of the period of validity of their bids only once, for the period not more than the period of initial bid validity. The request and the bidders' responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **ITB 19** shall also be extended 28 days beyond the deadline of extended bid validity period. A bidder may refuse the request for the extension of his bid without forfeiting his bid security or causing to be executed his Bid Securing Declaration. A bidder agreeing to the request will not be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with **ITB 19** in all respects.
19. Bid Security or Bid Securing Declaration	19.1	Pursuant to **ITB 11.1** unless otherwise specified in the **BDS**, the bidder shall furnish as part of its bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring agency/Employer and in the amount and currency specified in the **BDS** or Bid Securing Declaration as specified

		in the **BDS** in the format provided in **Section VI (Standard Bidding Forms)**. In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid, which shall not exceed five percent of the estimated value of that particular lot/ package.
	19.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring agency/Employer against the risk of Bidder's conduct before award of the contract to the most advantageous bidder which would warrant the security's forfeiture, pursuant to **ITB 19.9.**
	19.3	Bidders shall submit **Rs. 119,760/- (02% of BOQ amount) as Bid Security** in the shape of CDR/Bank Draft from any scheduled bank for this tender in favor of **Executive Engineer (SS&T/L) Division, GEPCO Gujranwala.**
	19.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in **Section VI (Standard Bidding Forms)** or another form approved by the Procuring agency/Employer prior to the bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in **ITB 19.9** are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 19.1 or 19.3** shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to **ITB 30**.
	19.7	Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to **ITB 18**. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) The expiry of the Bid Security; (b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents; (c) The rejection by the Procuring agency/Employer of all Bids; (d) The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

	19.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to **ITB 47,** or furnishing the performance security (or guarantee), pursuant to **ITB 48**.
	19.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in **ITB 18.2**; or ii) Does not accept the correction of errors pursuant to **ITB 32;** or b) In the case of a successful bidder, if the bidder fails: i) to sign the contract in accordance with **ITB 47**; or ii) to furnish performance security (or guarantee) in accordance with **ITB 48.**
	19.10	In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility.
20. Alternative Bids by Bidders	20.1	Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic bidder's technical design as indicated in the specifications and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the **BDS**. If so allowed, **ITB 20** shall prevail.
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the **BDS** as will the method for evaluating different schedule for execution of works.
	20.3	If so allowed in the **BDS**, bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring agency/Employer, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring agency/Employer.
21. Withdrawal of Bids	21.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.
	21.2	Bids requested to be withdrawn in accordance with **ITB 21.1** shall be returned unopened to the bidders.

22. Format and Signing of Bid	22.1	The Bidder shall prepare an original and the number of copies of the bid as indicated in the **BDS**, clearly marking each **"ORIGINAL"** and **"COPY"** as appropriate. In the event of any discrepancy between them, the original shall prevail: *Provided that except in Single Stage One Envelope Procedure, the bid shall include only the copies of technical proposal.*
	22.2	The original and the copy (ies) of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.

D. SUBMISSION OF BIDS

23. Sealing and Marking of Bids	23.1	In case of Single Stage One Envelope Procedure, the bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY".** The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. **Note:** *The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of Public Procurement Rules,2004.*
	23.2	The inner and outer envelopes shall: a) be addressed to the Procuring agency/Employer at the address given in the **BDS**; and b) bear the title of the subject procurement or project name, as the case may be as indicated in the **BDS**, the Invitation for Bids (ITB) title and number indicated in the **BDS**, and a statement: **"DO NOT OPEN BEFORE",** to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 24.1.**
	23.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a)Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.

		b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c)The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given in **ITB 23.2.**
	23.4	The inner and outer envelopes shall: a)be addressed to the Procuring agency/Employer at the address provided in the **BDS**; b) bear the name and identification number of the contract as defined in the **BDS**; and provide a warning not to open before the time and date for bid opening, as specified in the **BDS** pursuant to **ITB 24.1.** c)In addition to the identification required in **ITB 23** hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to **ITB 25.**
	23.5	If all envelopes are not sealed and marked as required by **ITB 23.2**, **ITB 23.3** and **ITB 23.4** or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid.
24. Deadline for Submission of Bids	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the **BDS.**
	24.2	The Procuring agency/Employer 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 9**, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.
25. Late Bids	25.1	The Procuring agency/Employer shall not consider for evaluation of any bid that arrives after the deadline for submission of bids, in accordance with **ITB 24**.
	25.2	Any bid received by the Procuring agency/Employer after the deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to the bidder.
26. Substitution and Modification of bids	26.1	A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.
	26.2	Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 22.**

E. OPENING AND EVALUATION OF BIDS

27. Opening of Bids	27.1	The Procuring agency/Employer will open all bids, in public, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The bidders' representatives present shall sign a attendance sheet as a proof of their attendance.
	27.2	First, envelopes marked **"WITHDRAWAL"** shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	27.3	Second, outer envelopes marked **"SUBSTITUTION**" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	27.4	Next, outer envelopes marked **"MODIFICATION"** shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the bids. Any modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	27.5	Other envelopes holding the bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the bidders' names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring agency/Employer may consider appropriate, will be announced by the Procurement Evaluation Committee.
	27.6	In case of Single Stage Two Envelope Procedure, the Procuring agency/Employer will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of bidders' designated representatives who choose to attend and other parties with a legitimate interest in the bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring agency/Employer until the specified time of their opening.

	27.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security or Bid Securing Declaration, if required; and (d) Any other details as the Procuring agency/Employer may consider appropriate.
	27.8	Bids not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	27.9	Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent bidder's representative shall indemnify the Procuring agency/Employer against any claim or failure to read out the correct information contained in the bidder's bid.
	27.10	No bid will be rejected at the time of bid opening except for late bids which will be returned unopened to the bidder, pursuant to **ITB 25.**
	27.11	The Procuring agency/Employer shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and whether or not there is a withdrawal, substitution or modification, the bid price if applicable and the presence or absence of a Bid Security or Bid Securing Declaration.
	27.12	The bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the bidders.
	27.13	A copy of the minutes of the bid opening shall be furnished to individual bidders upon request.
	27.14	In case of Single Stage -Two Envelop Bidding Procedure, after the announcement of technical evaluation report, the Procuring agency/Employer, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidder only. The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective bidders after seven days of the announcement of technical evaluation report, except those aggrieved bidder(s) whose complaints are pending before the Grievance Redressal Committee.

28. Confidentiality	28.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	28.2	Any effort by a bidder to influence the Procuring agency/Employer processing of bids or award decisions may result in the rejection of its bid.
	28.3	Notwithstanding **ITB 28.2** from the time of bid opening to the time of contract award, if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
29. Clarification of Bids	29.1	To assist in the examination, evaluation and comparison of bids, the Procuring agency/Employer may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing. Any clarification submitted by a bidder that is not in response to a request by the Procuring agency/Employer shall not be considered.
	29.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the bid shall be sought, offered, or permitted, except clarification for the correction of arithmetic errors discovered by the Procuring agency/Employer during the evaluation of bids which shall be sought in accordance with **ITB 32**.
	29.3	The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work; c) contract price; d) all securities requirements; e) tax requirements; f) terms and conditions of bidding documents. g) change in the ranking of the bidder
	29.4	From the time of bid opening to the time of Contract award if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bid it should do so in writing or in electronic forms that provide record of the content of communication.

30. Preliminary Examination of Bids	30.1	Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid: a) meets the eligibility criteria defined in **ITB 3** and **ITB 4**; b) has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the bidding documents. The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.
	30.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
	30.3	The Procuring agency/Employer will confirm that the documents and information specified under **ITB 11, 12** and **13** have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.
	30.4	The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. ***Explanation:*** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the*

		bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to – (a) *Submit the number of copies of signed bids required by the invitation;* (b) *Furnish required information concerning the number of its employees;* (c) *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
	30.5	Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.
	30.6	Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	30.7	If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.
31. Examination of Terms and Conditions; Technical Evaluation	31.1	The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the bidder without any material deviation or reservation. For this purpose: "Deviation" means departure from the requirements specified in the Bidding Document. "Reservation" means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.
	31.2	The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with **ITB 31,** to confirm that all

		requirements specified in **Section V – Works Requirement**, **Technical Specifications of** the Bidding Documents have been met without material deviation or reservation.
	31.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with **ITB 30,** it shall reject the bid.
32. Correction of Arithmetic Errors	32.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	32.2	The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 19.9.**

33. Conversion to Single Currency	33.1	The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
	33.2	To facilitate evaluation and comparison, the Procuring agency/Employer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	33.3	The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **BDS**.
34. Evaluation of Bids	34.1	The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 30**.
	34.2	In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the **BDS** and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.
	34.3	The Procuring agency/Employer's evaluation of a bid will take into account: a) 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; b) price adjustment for correction of arithmetic errors in accordance with **ITB 32.1;** c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 33**;

	34.4	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.
	34.5	If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**
	34.6	If the bid, which results in the Evaluated Bid Price (Most Advantageous Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. **Explanation:** *"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

35. Determination of Most Advantageous Bid	36.1	The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Most Advantageous bidder.
36. Qualification of Bidder	37.1	The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as most advantageous bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria. *Note: In case of International bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.*
	37.2	The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 12**.
	37.3	Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.
	38.2	Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS.**

37. Abnormally Low Financial Bid	39.1	Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low; c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned; d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and e) An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. **Guidance for Procuring agency/Employer:** In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	39.2	The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 12**
	39.3	The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 12,** as well as such other information as the

		Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.
	39.4	Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract. ***Explanation:*** *The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*
	39.5	An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

38. Criteria of Award	40.1	Subject to **ITB 36** and **37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Most Advantageous Bidder, provided that such bidder has been determined to be: a) eligible in accordance with the provisions of **ITB 3;** b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
39. Negotiations	41.1	The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas: (a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works; (b) Methodology, work plan, staffing in view to streamline the work; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	41.2	Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

40. Procuring agency/Employer's Right to reject All Bids	42.1	Notwithstanding **ITB 37**, the Procuring agency/Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to acceptance of bid, without thereby incurring any liability to the affected bidder(s). However, the Authority (i.e. PPRA) may call from the Procuring agency/Employer the justification of those grounds.
	42.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.
	42.3	The Procuring agency/Employer shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.

41. Variations	43.1	The Engineer shall make any variation in the quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following: a) increase or decrease the quantity of any work included in the Contract, b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor), c) change the character or quality or kind of any such work, d) change the levels, lines, position and dimensions of any part of the Works, e) execute additional work of any kind necessary for the completion of the Works, or f) change any specified sequence or timing of construction of any part of the Works. No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with **ITB 15**. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.
42. Instructions for variations	44.1	The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

43. Valuation of Variations	45.1	All variations and any additions to the Contract Price which are required to be determined in accordance with **ITB 15** (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Procuring agency/Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with **ITB 15.**
44. Notification of Award	46.1	Prior to the award of contract, the Procuring agency/Employer shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	46.2	Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period in writing or through electronic means that provide record of the content of communication. However, the Procuring agency/Employer shall not award any procurement contract atleast for fifteen (15) days after the acceptance of bid. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	46.3	The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 48** and signing of the contract in accordance with **ITB 47.**
	46.4	Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 48**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 19**.

45. Signing of Contract	47.1	Promptly after notification of award, procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	47.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all condition's precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.
	47.3	Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.
46. Performance Security (or Guarantee)	48.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer 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.
	48.2	If the Performance Guarantee is provided by the successful bidder and it shall be in the shape of CDR/Bank Draft of any scheduled bank.
	48.3	Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 47** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).
	49.2	The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "Notice to Commence" as specified in the **SCC.**

47. General Performance of the Bidders	50.1	The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.
48. Corrupt & Fraudulent Practices	51.1	Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

49. Constitution of Grievance Redressal	52.1	Procuring agency/Employer shall constitute a Grievance Redressal Committee (GRC) comprising of 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.
50. GRC Procedure	53.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	53.2	Any bidder feeling aggrieved by any act of the Procuring agency/Employer after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.

	53.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	53.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	53.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	53.6	Any bidder or the Procuring agency/Employer not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	53.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	53.8	The committee shall call the record from the concerned Procuring agency/Employer or the GRC as the case may be, and the same shall be provided within prescribed time.
	53.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	53.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

G. MECHANISM OF BLACKLISTING

51. Mechanism of Blacklisting	54.1	The Procuring agency/Employer shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; i) Fails to perform his contractual obligations; and ii) Fails to abide by the id securing declaration;
	54.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring agency/Employer proposes to debar the bidder or contractor from participating in any public procurement of the Procuring agency/Employer; and (c) the statement, if needed, about the intention of the Procuring agency/Employer to make a request to the Authority

		for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	54.3	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	54.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring agency/Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Procuring agency/Employer shall decide the matter on the basis of available record and personal hearing, if availed.
	54.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring agency/Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	54.6	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for appearance before the designated officer of the Procuring agency/Employer for personal hearing. The designated officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

	54.7	The Procuring agency/Employer shall decide the matter within fifteen (15) days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	54.8	The Procuring agency/Employer shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty (30) days, prefer a representation against the order before the Authority.
	54.9	Such blacklisting or barring action shall be communicated by the Procuring agency/Employer to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Procuring agency/Employer.
	54.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty (30) days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety (90) days of filing of review petition.
	54.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the Procuring agency/Employer. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	54.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
1.	**1.1**	Name of Procuring agency/Employer: **Gujranwala Electric Power Company Limited (GEPCO).**The subject of procurement is: CONSTRUCTION OF RETAINING WALL AROUND 08 Nos. TOWERS AT 132KV T/LINES Q.D. SINGH - DHA-1 & 132KV T/LINE NOKHAR - Q.D. SINGH/FATEH PUR AND 132KV T/LINE NOKHAR-KHIALI. (As Per Site Requirement) Period for completion of the works **90 days** Commencement date execution of the works: [within 14-days after signing the contract] Type of Procurement ***[National]***
2.	**2.1**	Financial year for the operations of the Procuring agency/Employer: **2025-2026.**Name of Project CONSTRUCTION OF RETAINING WALL AROUND 08 Nos. TOWERS AT 132KV T/LINES Q.D. SINGH - DHA-1 & 132KV T/LINE NOKHAR - Q.D. SINGH/FATEH PUR AND 132KV T/LINE NOKHAR-KHIALI. (As Per Site Requirement)Name of financing institution: GEPCO own resources. Name and identification number of the Contract: **02/26/GSO/GRW/2025-26**
3.	**3.1**	Maximum number of members in the joint venture, consortium shall be: as per PEC Bylaws.

B. Bidding Documents

4.	**7.2**	The number of copies to be completed and returned is: one original only (submitted to this office) and the complete scanned copy with relevant documents must be uploaded on E-PADS.
5.	**8.1**	The address for clarification of Bidding Documents is Executive Engineer SS&T/L Division, GEPCO GRW, 132KV Grid Station Cantt Gujranwala, Near D C Colony, Gujranwala.
	8.5	Pre-bid meeting will be/will not be held.

C. Preparation of Bids

6.	**10.1**	The Language of all correspondences and documents related to the Bid is: **English (United States)**
7.	**11.1 (i)**	In addition to the documents stated in **ITB 11,** the following documents must be included with the Bid: i) Original Bid Security. ii) Copy of Registration certificates with Pakistan Engineering Counsel. iii) Copies of Fresh Active Status of Punjab Revenue Authority & FBR. iv) Photocopies of all the documents required in the tender notice duly attested by the concerned formation. v) A declaration on an affidavit, duly notarized on stamp paper of Rs.100/-, along with their bids as per instructions on Page No.152 of the bidding document. Failure to submit the said undertaking may lead to rejection of the bid without any further notice. This undertaking shall subsequently become an integral part of the Contract Agreement.
8.	**11.4 (c)**	Other procurement specific documentation requirements are: [**In case of JV as a bidder the Joint Bank Account, Joint active NTN in FBR & PRA also the bid security from joint Bank account as well as the agreement must be on judicial stamp paper of worth Rs. 3000/ attested from Notary Public is required**].
9.	**15.5**	The bid price shall be adjusted in accordance with Appendix C – Formula for Price Adjustment.
10.	**15.6**	Name of the works CONSTRUCTION OF RETAINING WALL AROUND 08 Nos. TOWERS AT 132KV T/LINES Q.D. SINGH - DHA-1 & 132KV T/LINE NOKHAR - Q.D. SINGH/FATEH PUR AND 132KV T/LINE NOKHAR-KHIALI. (As Per Site Requirement)

		Identification No. 01/26/GSO/GRW/2025-26 The No. and identification of lots (contracts) comprising this open competitive bid 01 only
11.	**16.1**	The currency of the Bid shall be **(PKR)**
12.	**18.1**	The Bid Validity period shall be: 120-days.
13.	**19.1**	The amount of Bid Security shall be: 02% of bid amount The currency of the Bid Security shall be: PKR.
14.	**19.3**	The Bid Security shall be in the form of: CDR, Bank Draft,
15.	**19.3 (c)**	Other forms of security are: **[*Nil]***
16.	**20.1**	Alternative Bids to the requirements of the Bidding Documents will not be permitted.
17.	**20.2**	[N/A]
18.	**22.1**	The number of copies of the Bid to be completed and returned shall be **[**One Original].
19.	**22.2**	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Original Authority Letter on Letterhead of the firm / company issued by CEO / Proprietor.

D. Submission of Bids

20.	**23.2 (a)**	Bid shall be submitted to: Executive Engineer SS&T/L Division, GEPCO GRW, 132KV Grid Station Cantt Gujranwala, Near D C Colony, Gujranwala.
21.	**23.2 (b)**	Title of the subject Procurement or Project name: CONSTRUCTION OF RETAINING WALL AROUND 08 Nos. TOWERS AT 132KV T/LINES Q.D. SINGH - DHA-1 & 132KV T/LINE NOKHAR - Q.D. SINGH/FATEH PUR AND 132KV T/LINE NOKHAR-KHIALI. (As Per Site Requirement) ITB title and No: 02/26/GSO/GRW/2025-26 Time and date for submission: 10.08.2026 @ 11:00 AM
22.	**24.1**	The deadline for Bid submission is a) Day Monday b) Date*:10.08.2026* c) Time*: 11:00 AM*

23.	**27.1**	The Bid opening shall take place at: a) Executive Engineer SS&T/L Division, GEPCO GRW, 132KV Grid Station Cantt Gujranwala, Near D C Colony, Gujranwala. d) Day: Monday Date: *10.08.2026* Time: *11:30 AM*
24.	**33.2**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: ***PKR***
25.	**33.3**	The bids shall be quoted in **(PKR)**
26.	**34**	**Evaluation Techniques** Least Cost Based Selection (LCBS): After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (drawings/ design/ technical specifications /requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid. Evaluation Criteria: As per Preparation of Bids point No. 7
27.	**34**	Specific criteria in case evaluating the bids submitted by JVs and consortium to be used in the evaluation and their evaluation method or reference to the Technical Specifications. [*specify*]
28.	34	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, in the Form of Bid is [N/A]
29.	**35**	Domestic preference to apply. Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority. *The percentage for the domestic preference along with calculation formula is provided in the evaluation and qualification criteria. [N/A]*

30.	**38.2**	Sub-contracting (please insert percentage) of the total value of the contract. **[NOT ALLOWED]**
F. Award of Contract		
31.	**48**	The Performance Security (or guarantee) shall be @ 10% of the Contract Price
32.	**48**	The Performance Security (or guarantee) shall be in the form of: **CDR,Pay Order, Bank Guarantee.**
G. Review of Procurement Decisions		
33.	**53.6**	The Address of PPRA to submit a **copy** of appeal: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

Section V. Evaluation and Qualification Criteria

The Procuring agency/Employer shall evaluate the bids in accordance with predefined evaluation and qualification criteria mentioned in this document. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in the Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the currency prescribed in the BDS. In case of foreign currency, the exchange rates shall be taken from State Bank of Pakistan on that bid opening day. Any error in determining the exchange rates in the Bid may be corrected in accordance with **ITB 32** (Correction of Arithmetic Errors)

1. Domestic Preference

If allowed in the BDS, a margin of preference shall be granted to domestic contractors, in accordance with policy of the Federal Government and guidelines issued by the Authority, and subject to, the following provisions:

(a) Contractors applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring agency/Employer, a particular contractor or group of contractors qualifies for a domestic preference. The bidding documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of bids to give effect to such preference.

(b) After bids have been received and reviewed by the Procuring agency/Employer, responsive bids shall be classified into the following groups:
   (i) Group A: bidder eligible for the domestic preference.
   (ii) Group B: other bidder.

(c) All evaluated bids in each group shall, as a first evaluation step, be compared to determine the most advantageous bid, and the most advantageous bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from Group A is the most advantageous, it shall be selected for the award. If a bid from Group B is the most advantageous, as a second evaluation step, all bids from Group B shall then be further compared with the most advantageous bid from Group A. For the purpose of this further comparison only, the percentage of price preference of the respective bid price corrected for arithmetical errors shall be added to the evaluated price offered in each bid from Group B. If the bid from Group A is the most advantageous, it should be selected for award. If not, the most advantageous bid from Group B based on the first evaluation step shall be awarded the contract.

Evaluation

In addition to the criteria listed in **ITB 34.3** the following criteria shall be applied for the evaluation of bids:

1.1 Assessment of adequacy of Technical Proposal with Requirements

Evaluation of Bidder's Technical Proposal will include an assessment of Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V Works Requirements.

1.2 Technical Alternatives:

Technical alternatives, if permitted under BDS, will be evaluated as follows.
(*The Procuring agency/Employer shall describe how this factor will be evaluated).*

1.3 **Multiple Contracts**:

If works are grouped in multiple contracts and pursuant to **ITB 34**, the Procuring agency/Employer shall evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the Most advantageous bid for the Procuring agency/Employer by taking into account bids offered by Bidders in case of award of multiple contracts. If a Bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

1) Average annual construction turnover,

2) Financial resources,
3) Equipment to be allocated, and
4) Personnel to be fielded

If permitted under ITB 34, will be evaluated as follows:

Award Criteria for Multiple Contracts:

Lots
If specified in the procurement planning and allowed in the BDS, the Procuring agency/Employer may ask to the bidder to bid for any one or more lots. Bids will be evaluated lot-wise for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the most advantageous bid to the Procuring agency/Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Packages

If specified in the procurement planning and allowed in the BDS the bidder may choose to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the most advantageous bid to the Procuring agency/Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

1.4 **Specialized Subcontractors**

Only the specific experience of sub-contractors for specialized works permitted by the Procuring agency/Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria: (*Specify Criteria below)*

Qualification [NOT APPLICABLE]

The Procuring agency/Employer may utilize this criterion if the pre-qualification process is not carried out separately prior to the bidding process.

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with **ITB 4.3**	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	**Conflict of Interest**	No conflicts of interest in accordance with **ITB 3.7**	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
Historical Contract Non-Performance							
2.1	**History of Non-Performing Contracts**	Non-performance of a contract did not occur as a result of contractor default since *[Mentioned period]*.	Must meet requirement	Must meet requirements	Must meet requirement	N/A	Form CON-2
2.2	**Pending Litigation**	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.3	**Litigation History**	No consistent history of court/arbitral award decisions against the Bidder since 1st January *[insert year]*	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
3. Financial Situation and Performance							
3.1	**Financial Capabilities**	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as PKR _______________for the subject contract(s) net of the Bidders other commitments	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Procuring agency/Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and	Must meet requirement	Must meet requirement	N/A	N/A	

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
		for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Procuring agency/Employer for the last _________years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	**Average Annual Construction Turnover**	Minimum average annual construction turnover of PKR _____________, calculated as total certified payments received for contracts in progress and/or completed within the last ________years,	Must meet requirement	Must meet requirement	Must meet ________%, ___________ of the requirement	Must meet ___________%, ___________of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
		divided by ___________years					

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
4. Experience							
4.1 (a)	**General Construction Experience**	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last ________years, starting from (insert date) _____.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	**Specific Construction & Contract Management Experience**	(i) A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between [*insert year*] and application submission deadline: (i) N contracts, each of minimum value V; Or (ii) Less than or equal to N contracts, each	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 4.2(a)

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
		of minimum value V, but with total value of all contracts equal or more than N x V; *[insert values of N & V, delete (ii) above if not applicable]*. *[In case the Works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options specified in ITB 34.5]*					
		[Add the following if specialized sub-contractor is permitted and describe nature and characteristics of specialized works:] *"(ii) For the following specialized*	*"Must meet requirement for one contract (Requirement can be met through a Specialized Sub-contractor)"*	*Must meet requirement*	*N/A*	*"Must meet requirement (Requirement can be met through a Specialized Sub-contractor)"*	

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
		works, the Procuring agency/Employer permits specialized sub-contractors as per ITB 38.2"					
4.2 (b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed: *[list activities indicating volume, number or rate of production as applicable]*	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below *[list key activities and the corresponding minimum requirements]*	Form EXP – 4.2 (b)
4.2 (c)	**Specific Experience in managing ES aspects**	For the contracts in 4.2 (a) above and/or any other	Must meet requirements	Must meet requirement	Must meet the following requirements: [*list key*	Must meet the following requireme	Form EXP – 4.2 (c)

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
		contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January *[insert year]* and Application submission deadline, experience in managing ES risks and impacts in the following aspects: *[Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]*			*requirements to be met by each member otherwise state: "N/A"]*	nts: *[list key requirements to be met by one member otherwise state: "N/A"]*	

Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under 3.1, 3.2, 4.2]

Contractor's Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification.

The Bidder shall provide details of the Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in the Bidding Forms.

Equipment

The Bidder must demonstrate that it has access to the key equipment listed hereafter:

[Specify requirements for each lot as applicable]

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5		

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section V.

SECTION V: WORKS REQUIREMENT, TECHNICAL SPECIFICATIONS, DRAWINGS, SUPPLEMENTARY INFORMATION AND BILL OF QUANTITIES

Scope of Works

(As per BOQ)

B.O.Q

REGARDING CONSTRUCTION OF BRICK WORK RETAINING WALLs AROUND 8 Nos. TOWERS AT 132KV TRANSMISSION LINES (Nokhar-Q.D. Singh/Fateh pur & Nokhar-Khiali and Q.D. Singh-DHA-1)

Sr. No.	Description of Items	Unit	Quantity	Rate	Amount
1	Excavation in foundation of buildings, bridges and other structures including dibbling dressing, refilling around structure with excavated earth, watering and ramming lead upto 30 m and lift upto 1.5 m In ordinary soil.	cum	151.26		
2	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. Ratio: 1:4:8	cum	25.19		
3	Bricks work other than building including striking of joints upto 3.0 m height in Cement sand mortar. Ratio:1 :4	cum	205.22		
4	Damp proof course with (cement, sand and shingle concrete 1:2:4) including 2 coats of asphaltic mixture. a) 50 mm	sqm	74.17		
5	Filling Watering and ramming earth under floors with new earth (excavation from outside) lead upto 30 m and lift upto 1.5 m.	cum	437.31		
6	Carage of earth lead up to 5 K.M P (1-1/1) Same quantity as item no.5	cum	437.31		
				Total Amount (Rs.)	

Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Procuring agency/Employer without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship and materials for the work to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the procurement of work, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other standards are used, whether national standards of the Procuring agency/Employer's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the works and materials to be executed or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring agency/Employer with the bidding documents. Similarly, the Contractor may be requested to provide drawings with its bid or for prior review by the Procuring agency/Employer during contract execution.

Drawings

(for any information / guidelines, contractor / firm may contact the office of the procuring agency)

drawing skech retaining wall.pdf

Supplementary Information [NOT APPLICABLE]

(Insert any other supplement information related to the procurement of works)

Bill of Quantities

(Note for the Procuring Agencies: For information related to the development of the B.O.Q, please consult General Instructions Issued by the Authority for preparation of B.O.Q available on Authority Website).

Sample Bill of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions.
8. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.

B. Work Items

1. The Bill of Quantities usually contains the following part Bills, which have been grouped according to the nature or timing of the work:

   Bill No. 1—General Items;
   Bill No. 2—Earthworks;
   Bill No. 3—Culverts and Bridges;
   Bill No. 4—etc., as required;
   Daywork Schedule; and
   Summary Bill of Quantities.

2. If ITB 16.1 applies, Bidders shall price the Bill of Quantities in the applicable currency or currencies (Local or foreign as the case may be).

[Note to the Procuring agency/Employer: The tables in BOQ must be prepared in accordance with the currency alternative retained in BDS – ITB 16.1.]

Bill of Quantities

Bill No. 1: General Items

Item no.	*Description*	*Unit*	*Quantity*	*Rate*	*Amount*
				Total for Bill No. 1 (carried forward to Summary, p. _______)	_______

Bill No. 2: Earthworks

Item no.	*Description*	*Unit*	*Quantity*	*Rate*	*Amount*
				Total for Bill No. 2 (carried forward to Summary, p. _______)	_______

Bill No. 3: Culverts and Bridges

Item no.	*Description*	*Unit*	*Quantity*	*Rate*	*Amount*
	Total for Bill No. 3 (carried forward to Summary, p. _______)				_______

Daywork Schedule

[Note to the Procuring agency/Employer:

(i) *A "Daywork Schedule" is commonly found in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. A Daywork Schedule normally has the disadvantage of not being competitive among bidders, who may therefore load the rates assigned to some or all the items. If a Daywork Schedule is to be included at all in the bidding documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Bid Summary in order to make the basic Schedule of Daywork Rates competitive.*

(ii) *The total amount assigned to such competitive daywork is normally 3–5 percent of the estimated base Contract Price and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer.*

General

1. Reference should be made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labour,** together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:

   (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with law of the land. The basic rates will be payable in PKR only.

   (b) The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the Pakistani Rupee:

[***Note to the Procuring agency/Employer****:*

This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which can then be checked more easily. An alternative is to make Daywork rates all-inclusive of the Contractor's overhead and profit, etc., in which case this paragraph and the relevant Daywork Schedule should be modified accordingly.

Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials,** together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

   (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be quoted in the currency specified in the BDS.

   (b) the additional percentage payment shall also be made in the currency specified in BDS:

   (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates, Contractor's Equipment.** Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment.

[***Note to the Procuring agency/Employer**: This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials*.] The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour. *An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor's Equipment. The last sentence of this paragraph 5 should then be modified accordingly.]*

6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

   (a) The basic rental rates for Contractor's Equipment employed on daywork shall be stated in the currency specified in the BDS and the payment to the Contractor will be made in the currency specified in BDS.

Schedule of Daywork Rates: 1. Labour

Item no.	*Description*	*Unit*	*Nominal quantity*	*Rate*	*Extended amount*
	Subtotal				
D122	Allow ____ percent of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 3 (b) above.				
	Total for Daywork: Labour (carried forward to Daywork Summary, p. _______)				_______

Schedule of Daywork Rates: 2. Materials

Item no.	*Description*	*Unit*	*Nominal quantity*	*Rate*	*Extended amount*
	Subtotal				
	Allow ____ percent of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 4 (b) above.				
	Total for Daywork: Materials (carried forward to Daywork Summary, p. _______)				_______

Schedule of Daywork Rates: 3. Contractor's Equipment

Item no.	*Description*	*Nominal quantity (hours)*	*Basic hourly rental rate*	*Extended amount*
	Allow _ percent[1] of Subtotal for Contractor's overhead, profit, etc., in accordance with BDS.			
Total for Daywork: Contractor's Equipment (carried forward to Daywork Summary, p. _____)				

[1] To be entered by the bidder.

Daywork Summary

	Amount *( )*
1. Total for Daywork: Labour	
2. Total for Daywork: Materials	
3. Total for Daywork: Contractor's Equipment	
Total for Daywork (Provisional Sum) (carried forward to Bid Summary, p. ______)	_______

Summary of Specified Provisional Sums

Bill no.	*Item no.*	*Description*	*Amount*
1			
2			
3			
4			
		[*To be entered by the Procuring agency/Employer; Delete if not applicable:]* provisional sums for additional ES outcomes.	
etc.			
Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. _)			

Grand Summary

Contract Name:

Contract No.:

General Summary	*Page*	*Amount*
Bill No. 1:		
Bill No. 2:		
Bill No. 3:		
—etc.— *Subtotal of Bills*	*(A)*	
Total for Daywork (Provisional Sum)[2]	*(B)*	
Specified Provisional Sums included in subtotal of bills	*(C)*	*[sum]*
Total of Bills Plus Provisional Sums (A + B + C)[3]	*(D)*	
Add Provisional Sum for Contingency Allowance (if any)[4]	*(E)*	*[sum]*
Bid Price (D + E) (Carried forward to Letter of Bid)	*(F)*	

[2] For evaluation purposes, Provisional Sum, other than Daywork will be excluded

[3] All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which Sub-Clause 13.4 of the Particular Conditions – Part B shall apply.

[4] To be entered by the Employer.

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Equipment**

Site Organization

Mobilization Schedule

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent.

Construction Schedule

Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

SECTION VI: STANDARD BIDDING FORMS

Table of Forms

Letter of Bid – Technical Proposal

Date of this Bid submission: ______________________________
Request for Bid (RFB) No.:______________________________
Alternative No.: ______________________________

To: **Executive Engineer SS&T/L Division, GEPCO Gujranwala.**

We, the undersigned Bidder, hereby submit the first part of our Bid, the Technical Proposal

In submitting our Bid, we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders **(ITB 9);**
(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Procuring agency/Employer based on execution of a Bid Securing Declaration or Bid Securing Declaration in the Procuring agency/Employer's country in accordance with **ITB 3;**
(d) **Conformity:** We offer to execute works in conformity with the bidding document and in accordance with the works requirements: [*insert a brief description of the WORKS*];
(e) **Bid Validity Period**: Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
(f) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
(g) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 20;**
(h) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring agency/Employer. Further, we are not ineligible under Pakistan laws;
(i) **State-owned enterprise or institution**: ______________________________
(j) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
(k) **Not Bound to Accept**: We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
(l) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder *: ______________________________

Country of Origin of the Bidder: ______________________________

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

Title of the person signing the Bid: ______________________________

Signature of the person named above: ______________________________

Date ______________________________

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.
**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Bid - Financial Proposal

Date of this Bid submission: ____
Request for Bid No.: ____
Name of Project.: ____
Alternative No.: ____

To: Executive Engineer SS&T/L Division, GEPCO Gujranwala.

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

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

(a) **Bid Validity Period**: Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid is: ________________________________

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

Name of Recipient	Address	Reason	Amount

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

Name of the Bidder:*____

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

Title of the person signing the Bid: ____

Signature of the person named above: ____

Date ____

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

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

FORM ELI 1
Bidder Information Form
Date: ____
Request for Bid (RFB No).: ____
Alternative No.: ____

Page ________ of_ ______ pages

1. Bidder's Name :
2. In case of JV, legal name of each member :
3. Bidder's actual or intended country of registration:
4. Bidder's year of registration:
5. Bidder's Address in country of registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, JV agreement, in accordance with ITB 3.3. ☐ Establishing that the Bidder is not under the supervision of the Procuring agency/Employer[in case of subsidiaries] 8. Included the organizational chart, a list of Board of Directors, and the beneficial ownership.

ELI2

Bidder's JV Members Information Form

Date: ____

Request for Bid (RFB) No.: ____

Alternative No.: ____

Page ________ of_ ______ pages

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

Personnel

Form PER -1

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
2.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
3.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	

4.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
5.	**Title of position:**	
	Name of candidate	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
6.	**Title of position:**	
	Name of candidate	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	

Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel

Name of Bidder

Position [#*1*]:		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:	
details		
	Address of Procuring agency/Employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present Procuring agency/Employer:**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience

Declaration

I, the undersigned ____ certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	**Details**
Commitment to duration of contract:	
Time commitment:	

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

Name of Contractor's Representative or **Key Personnel:** ______________________________________

Signature: ____

Date: ____

Countersignature of authorized representative of the Bidder:

Signature: ____

Date: ___________________________

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _______________
Date: _______________
JV Member Name_______________
ICB/NCB No. and title: _______________
Page _______________of _______________pages

<table>
<tr><td colspan="4">Non-Performed Contracts in accordance with Qualification Criteria</td></tr>
<tr><td colspan="4">☐ Contract non-performance did not occur January _______________
☐ Contract(s) not performed since</td></tr>
<tr><th>Year</th><th>Non-performed portion of contract</th><th>Contract Identification</th><th>Total Contract Amount (current value, currency, exchange rate and PKR equivalent)</th></tr>
<tr><td></td><td></td><td>Contract Identification:
Name of Procuring agency/Employer (PA):
Address of PA:
Reason(s) for nonperformance:</td><td></td></tr>
<tr><td colspan="4">Pending Litigation, in accordance with Qualification Criteria</td></tr>
<tr><td colspan="4">☐ No pending litigation
☐ Pending litigation</td></tr>
</table>

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount
		Contract Identification: _________ Name of PA: ____________ Address of PA: __________ Matter in dispute: ______________ Party who initiated the dispute: ____ Status of dispute: ___________	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document			
☐ No Litigation History ☐ Litigation History			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
		Contract Identification: Name of PA: Address of PA: Matter in dispute: Party who initiated the dispute: Reason(s) for Litigation and award decision	

Financial Situation

Form FIN – 3.1:

Financial Situation and Performance

Bidder's Name: ________________
Date: ______________________
JV Member's Name___________________________
ICB No. and title: ____________________________
Page _______________of ______________pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _________*years,* _______________ (amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3	Year4	Year 5
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 to ITB 16 for the exchange rate

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	**Source of finance**	**Amount (PKR)**

1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for ___________years pursuant to Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

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

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

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

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

☐ Attached are copies of financial statements for the _____________years required above; and complying with the requirements

Form FIN – 3.2:

Average Annual Construction Turnover

Bidder's Name: _______________
Date: ______________________
JV Member's Name_________________________
ICB/NCB No. and title: ___________________________
Page _______________of ______________pages

	Annual turnover data (construction only)		
Year	**Amount** **Currency**	**Exchange rate**	**PKR equivalent**
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria.

Form FIN – 3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section (Evaluation and Qualification Criteria)

Financial Resources		
No.	**Source of financing**	**Amount**
1		
2		
3		

Form FIN – 3.4:

Current Contract Commitments / Works in Progress

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

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

Form FIN - 5:

Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.1 of Section 3)

This form requires the same information submitted in Forms FIN – 3.3 and FIN -3.4. All conditions of "Available Financial Resources Net of CCC ≥ Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [*D must be greater than or equal to E*] (F)
__________ (Name of Bidder)				..........._	

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [*D must be greater than or equal to E*] (F)
One Partner:					
_____________ (Name of Partner)				....	
Each Partner:					
______________ (Name of Partner 1)				....	
______________ (Name of Partner 2)				....	
______________				....	

(Name of Partner 3)					
All partners combined	$\sum$ D = Sum of available financial resources net of current contract commitments for all partners		$\sum$ D = _______	. . . .	

- Note -

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

EXPERIENCE

Form EXP - 4.1

General Construction Experience

Bidder's Name: _______________
Date: _____________________
JV Member's Name_________________________
ICB/NCB No. and title: __________________________
Page ______________of _____________pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: ____________________ Brief Description of the Works performed by the Bidder: _____________________________ Amount of contract: ___________________ Name of PA: ____________________ Address: _____________________________	
		Contract name: _________________________ Brief Description of the Works performed by the Bidder: _____________________________ Amount of contract: ___________________ Name of PA: ___________________ Address: _________________________	
		Contract name: ________________________ Brief Description of the Works performed by the Bidder: __________________________ Amount of contract: ___________________ Name of PA: ___________________ Address: _________________________	

Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

Bidder's Name: _______________
Date: ______________________
JV Member's Name_________________________
ICB/NCB No. and title: ________________________
Page ______________of ______________pages

<table>
<tr><td>Similar Contract No.</td><td colspan="4">Information</td></tr>
<tr><td>Contract Identification</td><td colspan="4"></td></tr>
<tr><td>Award date</td><td colspan="4"></td></tr>
<tr><td>Completion date</td><td colspan="4"></td></tr>
<tr><td>Role in Contract</td><td>Prime Contractor
☐</td><td>Member in JV
☐</td><td>Management Contractor
☐</td><td>Sub-contractor
☐</td></tr>
<tr><td>Total Contract Amount</td><td colspan="2"></td><td colspan="2">PKR equivalent</td></tr>
<tr><td>If member in a JV or sub-contractor, specify participation in total Contract amount</td><td></td><td></td><td colspan="2"></td></tr>
<tr><td>PA's Name:</td><td colspan="4"></td></tr>
<tr><td>Address:

Telephone/fax number

E-mail:</td><td colspan="4"></td></tr>
</table>

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b)

Construction Experience in Key Activities

Bidder's Name: ________________
Date: ____________________
Bidder's JV Member Name: ___________________
Sub-contractor's Name[5] (as per ITB 34.2 and 34.3): ________________
ICB/NCB No. and title: _______________________

Page __________________of ________________pages

All Sub-contractors for key activities must complete the information in this form as per ITB 38 and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _________________________

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
PA's Name:				
Address: Telephone/fax number				

[5] If applicable

	Information
E-mail:	

2. Activity No. Two
3. …………………

	Information
Description of the key activities in accordance with Section III:	

Form EXP - 4.2 (c)

Specific Experience in Managing ES aspects

Bidder's Name: ____
Date: ______________________
Joint Venture Member Name: ______________________________________
ICB/NCB No. and title:____
Page ____________ of ______________ pages

1. Key Requirement no 1 in accordance with 4.2 (c): ____________________

<table>
<tr><td>Contract Identification</td><td colspan="4"></td></tr>
<tr><td>Award date</td><td colspan="4"></td></tr>
<tr><td>Completion date</td><td colspan="4"></td></tr>
<tr><td>Role in Contract</td><td>Prime Contractor
☐</td><td>Member in JV
☐</td><td>Management Contractor
☐</td><td>Subcontractor
☐</td></tr>
<tr><td>Total Contract Amount</td><td colspan="2"></td><td colspan="2">PKR</td></tr>
<tr><td>Details of relevant experience</td><td colspan="4"></td></tr>
</table>

2. Key Requirement no 2 in accordance with 4.2 (c): ____________________
3. Key Requirement no 3 in accordance with 4.2 (c): ____________________
4. ……………………………………………………………………………………

Appendix-A

Form of Bid Security

(Bank Guarantee)

Guarantor letterhead or SWIFT identifier code ______________________________

Beneficiary: ______________________________

No.: ______________________________

Alternative No.*:* ______________________________

Date: ______________________________

BID GUARANTEE No.: ______________________________

Guarantor: ______________________________

We have been informed that ______________________________ has submitted or will submit to the Beneficiary its Bid for the execution of ______________________________ under Request for Bids No. ______________________________(“the RFB”).

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

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

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid ___ ____________________________, or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

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

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

____

[Signature(s)]

Appendix-B

Form of Bid-Securing Declaration

Date: ____

No.: ____

Alternative No.: ____

To: **Executive Engineer SS&T/L Division, GEPCO Gujranwala.**

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:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Procuring agency/Employer during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*____

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

Title of the person signing the Bid____

Signature of the person named above____

Date signed _________________________ day of ___________________, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

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

Appendix-C

Formula for Price Adjustment

*[**Note to Procuring agency/Employer:** It is recommended that in the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved. **When finalizing the contract document, ensure that the finalized Schedule of Cost Indexation is attached to*** **the Contract Agreement.**]

a) Price Adjustment/ escalation shall not be applicable on Civil, Mechanical and Electrical projects /contracts having contract life less than 365 days from the date of the signing of the contract.

b) Procuring Agency/Employer is advised not to change any provisions hereof unless otherwise stated by the Authority.

c) No method, other than given in this formula will be applicable to compute the price adjustment.

d) This document will be applicable only for Price Adjustment in local currency (Pak. Rs.). Price Adjustment in foreign currency is not allowed.

e) Price Adjustment formula and corresponding references to be inferred for price adjustment shall be agreed and firmed up before signing of the contract. Procuring agency and contractor shall firm up the weightages and co-efficient for respective items before signing of the contract and there shall be no change permissible in the weightages after signing of the contract.

f) For imported plant/ equipment and materials quoted in local currency (Pak. Rs.), foreign currency, exchange rates shall be fixed at the respective interbank currency exchange rates, 28 days prior to the tender opening date. The change in foreign currency exchange rate will be applicable to the foreign currency component stated in the Letter of Credit established by the Contractor or his Vendor.

g) This procedure is to assist the Procuring agency/Employer and bidder for the preparation of provisions for price adjustment in their bidding / contract documents. All the coefficients of the price adjustment formula shall be specified in the bidding document at the time of advertisement.

[The formulae for price adjustment shall be of the following general type:]

$$P_n = A + b\frac{L_n}{L_o} + c\frac{M_n}{M_o} + d\frac{E_n}{E_o} + \ldots\ldots\ldots\ldots\ldots$$

where,

"**P**n" is the Price Adjustment factor for the work carried out in the period "n".

"**A**" is a constant or the Non-Adjustable Portion of the Price Adjustment Factor tobe specified in Appendix-C to Bid, representing the Non-Adjustable Portion of the Contract Price.

"**b**, **c**, **d** **.........**" are Coefficients or weightages of the order of 0.xx (i.e., fractions rounded off to two decimals) for each specified element of adjustment in the Contract.The sum of **A**, **b**, **c**, **d**, etc., shall be one.

"Ln", "En", "Mn", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 28 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"Lo", "Eo", "Mo", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

1. Construction schedule should be provided by the contractor as required in the Contract. Price Adjustment shall be applicable as payable in full for the original scheduled completion period.

2. In the event the completion of contract exceeds the original scheduled period:

    2.1 In case of default on the part of the contractor causing delay in original scheduled completion, the rate of Price Adjustment will be frozen at the original scheduled date of completion; however Price Adjustment will be applicable till actual completion. While computing Price Adjustment beyond the scheduled completion period, in the event the rate is reduced, then that reduced rate will be applied.

3. The Price Adjustment will be payable in full for the extended period if the contractor has been granted an extension of time for no fault on the part of the contractor, duly approved by the Employer.

4. Unless specifically stated otherwise in the contract, the basis for compensation will be only those elements, which are specifically listed as specified items in the tender documents. This list will specify the elements for Civil, Electrical, Mechanical, Sanitary, HVAC, etc., separately.

5. Formula for Price Adjustment provided herein will be applicable for all the contracts such as Civil, Electrical, Mechanical, etc.

6. There shall be no Price Adjustment for the elements which the Employer has either supplied free of cost or at fixed prices as well as for those elements for which an umbrella *ex gratia* or escalation cover is provided by the Government through an Executive Order or Statutory Regulatory Order (SRO).

Weightages of Specified Items

Each of the cost elements, having cost impact of five (05) percent or higher can be selected for adjustment.

In determining the weightages, the following procedure shall be adopted:

a) Base Date Price alone of an element based on market rate shall be considered excluding cost of construction/ installation, overheads and profit.

b) Engineer's Estimate shall be prepared for complete project.

c) Appropriate Rate Analysis of the Engineer's Estimate shall be made to determine costs of the basic elements.

d) For such cost elements having various types of a particular element, individual cost of such family of the element used in the project to be determined and added to work out the element cost. (Grade-40 andGrade-60 steel shall be treated under same category).

e) Each cost element determined as above, shall be divided by the total amount of Engineer's Estimate to determine various weightages.

Weightage of Fixed Portion

Weightage of fixed portion (Non-adjustable portion of the estimated cost of the contract), shall be determined as under:

a) First the weightages of all the cost elements having value of five (5) percent or more to be added up to see whether the total is 75 percent or less. In that case the total is to be subtracted from one (01) to determine the weightage of the fixed portion,

b) In case total weightage of the cost elements including HSD and labour exceeds 75 percent, the element(s) having lowest weightage(s) other than HSD and labour, shall be excluded in considering the adjustable costs elements.

c) Fixed portion shall be 25 percent and in case the fixed portion exceeds 25 percent it shall be supported by calculations attached with the bidding documents.

d) Sum of fixed portion and weightages b, c, d, ….etc., of the adjustable portion shall always be one (01).

Base Date Price

The base date price (or base date index) of any element shall be the price of the element for the month on the day falling 28 days prior to the last day for submission of bids.

Current Date Price

The current date price (or current date index) of any element shall be the price of the element for the month falling on the day 28 days prior to the last day of the period to which the particular Payment Certificate relates.

Sources of Prices

The prices of elements subject to Price Adjustment shall be to the extent possible as given in the Statistical Bulletins published by Federal Bureau of Statistics (FBS), Statistical Division Government of Pakistan. Statutory notifications and official price from public sector organizations, where available, may be used at the option of the Employer. The source for prices of High Speed Diesel (HSD) shall be either Statistical Bulletins or Pakistan State Oil (PSO) or Oil and Gas Regulatory Authority (OGRA). However, for a particular adjustable element, the same source should be used throughout the currency of contract as also stipulated in the tender documents before issuing the tender documents.
The Base Date Prices and Current Date Prices of the specified elements shall be obtained from the sources specified in the contract.

Method for payment of bills

The billed amount of the Works for each calendar month will be obtained from the checked bills submitted by the Contractor. In case the billed amount is for more than one month, the amount of the bill shall be segregated for actual workdone in each month.

Coefficient or Weightages

a) The coefficient for each specified element shall be calculated and given in the bidding/tender documents. The coefficient for each specified adjustable element shall be determined by the user proportionate to its ratio in the total amount of the Engineer'sEstimate, in accordance with the prescribed procedure. The sum of these coefficients shall form the adjustable portion of the Contract, which shall not exceed 0.75.

b) Coefficients for each adjustable item shall be agreed by both parties and shall be fixed and locked at the time of the signing of the contract and shall remain constant during the currency of the contract.

Price Adjustment for Lump Sum Contract

a) Formula of Price Adjustment shall be used in determining Price Adjustment for contracts having detailed breakdown of cost. However, when a contract is assigned on lump sum basis without detailed breakdown of quantities and cost, Price Adjustment for the Specified Elements in the contract will be computed as follows:

$$\text{Increase/ Decrease in Cost (Price Adjustment Factor)} = \frac{\text{Current Date Price} - \text{Base Date Price}}{\text{Base Date Price}}$$

b) If the resulting Price Adjustment Factor is positive (+ve), the price should be added tothe contractor's payable amount. If the result is negative (-ve), the price should be subtracted from the payable amount.

c) The executed quantities of the elements subject to Price Adjustment can be obtained from the actual measurement or from certified invoice of the contractor or any other mode agreed between the parties which shall be stipulated in the contract.

Section VIII. General Conditions (GC)

Red Book:

The Conditions of Contract are the "General Conditions" which form part of the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer ("Red book") Second edition 2017" published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following "Particular Conditions" which shall complement the General Conditions of the Contract.

An original copy of the above FIDIC publication i.e. "*Conditions of Contract for Building and Engineering Works Designed by the Employer*" must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

FIDIC code: ISBN13: 978-2-88432-084-9

Section IX. Special Conditions of the Contract

Special Conditions of the Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements of the Procuring agency/Employer/ Employer, the engineer, the sector, the overall project, and the works. In the event of a conflict, the provisions herein shall prevail over those in the GCC.

Part A – Contract Data

Contract data of the SCC, includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
General Provision (GCC 1)		
1.	1.3	**For notices** Procuring agency/Employer/ Engineer's Authorized representatives name and address: Employer is **Chief Executive Officer GEPCO,** 565-A Model Town, G.T Road, Gujranwala Engineer is **Executive Engineer SS&T/L Division,** GEPCO Gujranwala. Engineer's Representative is Assistant Engineer sub division (concerned) Contractors Authorized representatives name and address: Name: Address:
2.	1.4	**Governing Law;** The Applicable Law shall be: Laws of the: **Government of Pakistan**
3.	1.4	**Communication Language:** The Communication Language shall be: **English (United States)**
4.	1.5	**Documents forming the contract listed:** 1. 2. 3. 4.
The Employer/ Procuring agency/Employer (GCC Clause 2)		

5.	2.1	Time for access to the Site: Within 01-day after commencement date
The Engineer (GCC Clause 3)		
6.	3.2	Engineer's Duties and Authority: Variations resulting in an increase of the Accepted Contract Amount in excess of 0% shall require approval of the Procuring agency/Employer.
The Contractor (GCC Clause 4)		
7.	4.2	Performance guarantee/ security will be in the form of a CDR , Bank draft in the amount of 10% of contract amount.
8.	4.7.2(a)	**Clause 4.7 Setting out** Period for notification of errors in the items of reference: *28-Days*
9.	4.22	**Contractor's Operations on site**
Sub-Contracting (GCC Clause 5)		
10.	5.1(a)	Maximum allowable accumulated value of work subcontracted **N/A**
11.	5.1 (b)	Works for which sub-contracting is not permitted.
Staff and Labour (GCC Clause 6)		
12.	6.5	Normal working hours*: As per Govt Instructions*
Plant, Material and Workmanship (GCC Clause 7)		
13.	7.2	*All Construction Material / Accessories*
Commencement, Delays and Suspension (GCC Clause 8)		
14.	8.3	Number of additional paper copies of program*: As required*
15.	8.8	Delay damages shall be payable for each day of delay shall be ***0.1%*** of the Contract Price per day, in the currency and proportions in which the Contract Price is payable. Maximum amount of delay damages is ***10%*** of the Contract Price
Measurement and Valuation (GCC Clause 12)		
16.	12.2	Method of measurement shall be: **As per BOQ**
17.	12.3	Percentage profit
Variations and Adjustments (GCC Clause 13)		
18.	13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit is ____________ **(N/A)**
19.	13.7	Adjustments for Changes in Cost: **(N/A)** The Contract Price shall be fixed during Contract Execution.

Contract Price and Payment (GCC Clause 14)		
20.	14.2	Total advance payment shall be **ZERO 0% Percentage** of the Accepted Contract Amount payable in the currency and proportion of the contract.
21.	14.2.3	Repayment of Advance payment: **(N/A)**
22.	14.3(iii)	Percentage of retention: **05%**
23.	14.5(b)(i)	Plant and Materials: If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped ______________ **(N/A)**.
24.	14.5(c)(i)	Plant and Materials: Plant and Materials for payment when delivered to the Site ___________________ **(N/A)**.
25.	14.6.2	Withholding (amounts in) an IPC _______ of the Accepted Contract Amount. **(N/A)**
26.	14.7(a)	Period of payment of Advance Payment to the Contractor **[NOT APPLICABLE]**
27.	14.7b(i)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) **[NOT APPLICABLE]**
28.	14.7b(ii)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment) **After completion of whole work**
29.	14.7(c)	Period for the Procuring agency/Employer to make final payment to the Contractor: **After completion of whole work**
30.	14.8	financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)) **ZERO (0%).**
31.	14.11.1(b)	Number of additional paper copies of draft Final Statement **One Original and One Copy**
32.	14.15	**Currencies of Payment** The Contract Price shall be paid in the local currency
33.	14.15 (a)(i)	The proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Contract Data, except as otherwise agreed by both parties. **(N/A)**

34.	14.15 (c)	Payment of Delay Damages shall be made in the currencies and proportions specified in the Contract Data. (**N/A)**
35.	14.15 (f)	If no rates of exchange are stated in the Contract Data, they shall be those prevailing on the Base Date and published by the central bank of the Country. (**N/A)**
36.	17.2 (d)	**Liability for Care of the Works** Any operation of the forces of nature (other than those allocated to the Contractor in the Contract Data) which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.
Insurance (GCC Clause 19)		
37.	19.1	Permitted deductible limits insurance required for the Works: ____________ insurance required for Goods:______________ insurance required for liability for breach of professional duty:_________________ insurance required against liability for fitness for purpose (if any is required):________________ insurance required for injury to persons and damage to property:_______________________ insurance required for injury to employees: __ other insurances required by Laws and by local practice: ______________________________
38.	19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) ________*%*
39.	19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works
40.	19.2.2	Extent of insurance required for Goods Amount of insurance required for Goods
41.	19.2.3(a)	amount of insurance required for liability for breach of professional duty
42.	19.2.3(b)	Insurance required against liability for fitness for purpose Yes/No [*delete as appropriate*]
43.	19.2.3	Period of insurance required for liability for breach of professional duty

44.	19.2.4	Amount of insurance required for injury to persons and damage to property
45.	19.2.6	**Insurance** Other insurances required by Laws and by local practice The contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost. Other insurances required by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost.
Dispute Avoidance/ Adjudication Board (GCC Clause 21)		
46.	21.1	Time for appointment of DAAB *[specify]*
47.	21.1	The DAAB shall comprise *[specify] members*
48.	21.1	List of proposed members of DAAB - Proposed by Employer/ Procuring agency/Employer : **As nominated by Employer.** - Proposed by Contractor 1. ……………….. 2. ……………… 3. ……………..
49.	21.2	Appointing entity (official) for DAAB members

Part-B Special Provisions

The Procuring agency/Employer shall be required to draft the special provisions (particular conditions Part-B) by referring the concerned clauses as stipulated in the General Conditions of the Contract. These provisions should be drafted by keeping following guidelines in consideration:

i. Particular conditions must be drafted clearly and without any ambiguity;
ii. Party's duties, rights, obligations, roles and responsibilities shall be clearly described in line with General Conditions of the Contract, requirements as specified in the bidding document;
iii. While drafting special provisions realistic timelines must be provided for completion of the project / assignment;
iv. All disputes must be settled either through arbitration act 1940 or through International Chamber of Commerce.

Note: Special Provisions shall always over rule and supersede the respective provisions of General Conditions of the Contract. In order to conveniently trace the respective clause, reference of the concerned GCC clause must be provide.

Table: Summary of Sections (if any)

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage[6] of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)

[6] These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

SECTION VIII: CONTRACT FORMS

Notification of Award

(On Procuring agency/Employer's letterhead)

Letter of Acceptance

[Date]. . . . . .

To: . . . . .[Name and address of the contractor]

Subject: . . . . .[Notification of Award Contract No.]

This is to notify you that your Bid dated . . . . ……….[date]. . . . . ……… for execution of the . . . . .[name of the contract and identification number, as given in the Bid Data Sheet] . . . . . for the Accepted Contract Amount of the equivalent of . . . . . [amount in words and figures and name of currency]. . . . ., as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: ....

Name and Title of Signatory: ....

Name of Agency: ....

Attachment: Contract Agreement

Form of Contract

THIS AGREEMENT made the _____ day of __________ 20_____ between ***Executive Engineer SS&T/L Division, GEPCO Gujranwala*** of Pakistan of the one part and *M/S* __________________ ____________________ resident of *city* _____________________ (hereinafter called "the") of Contractor other part:

WHEREAS the ***Executive Engineer SS&T/L Division, GEPCO Gujranwala*** desired that the works *[brief description of works]* should be executed by the contractor and has accepted a Bid by the contractor for the execution and completion of these works and remedying of any defects therein, in the sum of Rs. (in figure)_____________________________ (Rupees (in word)__________________ ____(hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

   (a) This form of Contract;
   (b) Letter of Acceptance;
   (c) the Form of Bid and the Price Schedule submitted by the Bidder;
   (d) the Works Requirements;
   (e) the Technical Specifications;
   (f) the Drawings;
   (g) the General Conditions of the Contract
   (h) the Special Conditions of Contract,
   (i) the completed schedule including Bill of Quantities; and
   (j) [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring agency/Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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/Employer)	Signed, sealed, delivered by ___________________the _________________ (for the Contractor)
Witness to the signatures of the Procuring agency/Employer ……………………………………………	Witness to the signatures of the Contractor ……………………………………………

Performance Guarantee Form

To: *[name of Procuring agency/Employer]*

WHEREAS *[name of Contractor]* (hereinafter called "the contractor") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for the execution of *[insert name of the works and its brief description] (*hereinafter called "the Contract").

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and seal of the Guarantors

____

[name of bank or financial institution]

____

[address]

____

[date]

Advance Payment Security [NOT APPLICABLE]

Demand Guarantee

Beneficiary: ____________________

Date: _________________

ADVANCE PAYMENT GUARANTEE No.: __________________

Guarantor: ___________________________________

We have been informed that [Inset name of the Contractor] (hereinafter called “the Contractor”) has entered into Contract No. ______________ dated _____________ with the [insert name of the Procuring agency/Employer] (hereinafter called “the Procuring agency/Employer”) for the execution of ______________________ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum ____________ (___________) is to be made against an advance payment guarantee.

At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Procuring agency/Employer any sum or sums not exceeding in total an amount of ____________ upon receipt by us of the Procuring agency/Employer’s complying demand supported by the Procuring agency/Employer’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Contractor has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer’s bank stating that the advance payment referred to above has been credited to the Contractor on its account number ____________ at __________________..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us.

The Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

____

[signature(s)]

Retention Money Security
Demand Guarantee

________________________________ *[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: ___________________ *[Insert name and Address of Procuring agency/Employer]*

Date: ________________*[Insert date of issue]*

RETENTION MONEY GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that ________________ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____________ *[insert reference number of the contract]* dated ____________ with the Procuring agency/Employer, for the execution of ____________________ *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Procuring agency/Employer retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[*insert the second half of the Retention Money *or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,* the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security*]* is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ___________ *[insert amount in figures]* ( ) *[amount in words]* upon receipt by us of the Procuring agency/Employer's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer's bank stating that the second half of the Retention Money as referred to above has been credited to the contractor on its account number ___________ at _________________ *[insert name and address of Contractor's bank]*.

This guarantee shall expire no later than the …. day of ……, 2…, and any demand for payment under it must be received by us at the office indicated above on or before that date.

____
[signature(s)]

Integrity Pact

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

Contract Number: ________________ Dated: ______________
Contract Value: __________________
Contract Title: ___________________

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

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

M/S ____certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Contractor] 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.

________________ ________________
[Procuring agency/Employer] [Contractor]

GEPCO Blacklisting Policy

GEPCO
BLACKLISTING POLICY AS TO ENTITIES SUPPLYING GOODS AND SERVICES

GUJRANWALA ELECTRIC POWER COMPANY (GEPCO)

DECEMBER, 2023

Table of Contents

PREAMBLE

In the light of Rule-19 "Blacklisting of Suppliers & Contractors" of the Public ProcurementRules, 2004 (hereinafter **"PPRA Rules"**), this GEPCO Blacklisting Policy (hereinafter **the Policy**) has been chalked out for all procurements made by GEPCO. The primary purpose of this endeavor is to set deterrence against indulging in corrupt practices or eliciting favors through unfair means on the part of any entity supplying goods and services at any stage of the procurement process initiated by GEPCO or any department affiliated with GEPCO. The Policy is aimed at setting standards of Transparency, Fairness and Accountability throughout the public procurement process. It is further disclaimed that if any clause of this policy afterwards develops contradiction with PPRA Rules, then PPRA Rules will supersede the relevant clause of GEPCO Policy for Blacklisting of Contractors / Consultants / Manufacturers. This document shall be considered an integral part of GEPCO Bidding Documents / Tender Documents/ RFPs as well as contract agreements / purchase orders etc. The bidders shall have to submit an undertaking along with their bid that they have read all the contents of this blacklisting policy/mechanism and they accept all the provisions of this document.

DEFINITIONS

In addition to definitions already mentioned in bidding documents, following additional definitions are also applicable:

(i) **Authority:** The Public Procurement Regulatory Authority.

(ii) **Appeal**: Right of firm/individual to bring its / his grievance against the issuance of Blacklisting Order at the appropriate legal forum.

(iii) **Appellate Authority**: The department, office or government unit exercising general and/or administrative supervision/control over the blacklisting agency. Department level agencies shall exercise appellate authority over offices, agencies, under their jurisdiction. *Provided, further,* that blacklisting decisions of government agencies that are not subject to general and/or administrative supervision/control of any department, office or government unit shall be final and executor.

(iv) **Award**: An official document through which the procuring entity accepting a bid or proposal.

(v) **Blacklisting:** An administrative penalty disqualifying a person or an entity from participating in any government procurement for a given period.

(vi) **Blacklisting Policy:** A policy or mechanism adopted by GEPCO as a procuring agency/entity for Blacklisting Supplier(s), manufacturer(s), distributor(s), Contractor(s) or Experts/consultants/consulting firm(s) etc.

(vii) **Blacklisted Person/Entity**. A person/entity that was disqualified by an agency and/or is included in the PPRA/ADB/World Bank/Donor Agencies' (working with Government of Pakistan) Consolidated Blacklisting Report/sanctioning list.

(viii) **Contractor** includes-Suppliers, Contractors and consultants

(ix) **Consolidated Blacklisting Report**: The report prepared by the NTDC/WAPDA/DISCOs/PPRA/ADB/World Bank/any other Donor Agency working with Government of Pakistan containing the list of Supplier(s), manufacturer(s), distributor(s), Contractor(s) or Experts/ consultants/ consulting firm(s) blacklisted by procuring entities/agencies.

(x) **Debarment:** state of being legally excluded from participating in all types of procurement proceedings of the procuring department for a given period.

(xi) **Delist**. Removal of a person/entity from the Consolidated Blacklisting Report.

(xii) **Procuring Agency:** Any department, attached department or any office of the Gujranwala Electric Power Company;

(xiii) **Suspension.** Administrative action taken for infractions committed by a

Contractor during the competitive bidding stage, whereby such Contractor/Supplier is prohibited from further participation in the bidding process of an agency.

(xiv) **Termination of Contract**- Extinction of contract by reason or resolution or rescission under applicable rules/regulations/laws arising from the default of the firms/individuals.

(xv) **Corrupt Practice:** the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(xvi) **Fraudulent Practice:** Fraud, misrepresentation or concealment of facts/ information/data pertaining actual as well as ancillary matters and any other malpractice in order to influence a procurement process or the execution of a contract

(xvii) **"Collusive Practice"** a scheme of arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels.

(xviii) **"Coercive Practice"** harming or threatening directly or indirectly, person(s) or their property to influence their participation in the procurement process or affect the execution of a contract.

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

SECTION 1: EXTENT OF APPLICATION

This policy shall govern the blacklisting of manufacturers, Suppliers, distributors, Contractor/Suppliers, consultants and consulting firms ("Contractor/Suppliers" for brevity) involved in government procurement for offenses or violations committed during competitive bidding and contract implementation. This Policy will be implemented retrospectively with effect from 28-06-2021. The extent of application of this document encompasses the following:

i. The Policy shall be applicable and remain in force, along with any amendments thereto, within GEPCO until any further guidelines are imparted by the Government through PPRA, PEC, orany other competent forum.

ii. The Policy shall also be applicable on the pre-qualified firms as well as registered and un-registered entities.

iii. The Policy shall be applicable for Suppliers / bidders / Contractor/Suppliers/ local agents / representatives / consultants / firms / individuals /distributors / Manufacturers / organization transacting business with GEPCO.

iv. Wherever any provision of this policy/mechanism shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of the Statute / Law or rule shall prevail.

v. After Approval of this policy/mechanism by the competent Authority, it shall be considered an integral part of bidding documents/tender document/RFP as well contract agreement/Purchase Order, unlessotherwise specified PPRA Rule-5. The bidder will submit an Undertaking along-with their bid that they have read and accept the provisions of this Policy/Mechanism. Non-submission of an Undertaking may lead to rejection of their bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

SECTION 2: RATIONALES FOR BLACKLISTING

Blacklisting of firms/individuals may be resorted to when the charges are of serious nature, which include but are not limited to the grounds mentioned in this section.

2.1 Rationales at Competitive Bidding Stage

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

i. Indulging in Corrupt, Fraudulent as well as Collusive & CoercivePractices.

ii. Repeated anonymous and frivolous complaints by Contractor/Supplier or anyone of its agent at any stage of the procurement also fall under the umbrella of corrupt practices. This clause is not aimed to prevent any person aggrieved by any act of the procuring agency from lodging a genuine complaint /grievance as provided under Rule-48 of the PPRA Rules-2004. Provision of guidelines of international donor agencies and PPRA provides sufficient opportunity to bidders for redressal of their grievances.

iii. Submission of eligibility requirements containing false information or falsified or spurious documents

iv. Submission of false/forged/Unauthentic Bid Security/Pay Order/CDR or infringement of documents to get undue monetary or any other benefit.

v. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids or making frivolous complaints and allegations in order to influence the outcome of eligibility screening or any other stage of the public bidding.

vi. Unauthorized use of one's name, or using the name of another for purpose of public bidding.

vii. Withdrawal of bid(s) after submission, or refusal to accept an award, or enter into contract with the government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated/ranked Responsive Bid.

viii. Refusal or failure to submit the required performance security withinthe prescribed time limit.

ix. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his/her favor.

x. All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to: an eligible Contractor/Supplier not buying bid documents from procuring agency or not complying with the requirements during bid evaluation, and Contractor/Suppliers habitual withdrawal from bidding for at least three (3) times within a year.

xi. Bidder(s) (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefit(s) of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

xii. Involved in litigation or unlawful petitioning at various forums to influence or obstruct the procurement process either on his/her own behalf or at the behest of any other vested interest.

xiii. Breach of confidentiality of evaluation process based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.

xiv. Any effort by the bidder to influence the procuring agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement.

In addition to the penalty of suspension, the bid security posted by the concerned bidder or prospective bidder shall also be forfeited.

2.2 Rationales at Contract Implementation Stage

Without prejudice to the imposition of additional administrative sanctions as the internal rules of the procuring agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring agency shall initiate against the Contractor/Suppliers after the termination of the contract, the action of suspension for specific period from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

i. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.

ii. Extraordinary delay in signing or refusal to accept the Notification of Award (NOA) and/or the contract without any cogent reason.

iii. Failure of the Contractor/Supplier, due solely to his/her fault or negligence, to mobilize and start work or performance within the specified period in the Notice of Award (NOA).

iv. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment guarantee etc.

v. Failure by the Contractor/Supplier to fully and faithfully comply with its contractual obligations without valid reason, or failure by the Contractor/Supplier to comply with any written lawful instructions of the procuring entity or its representative(s) pursuant to the implementation of the contract.

vi. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited *to* the following:

a. Employment of competent technical personnel, competent engineers and/or work supervisors; and Deployment of committed equipment, facilities, support staff and manpower; and

b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;

c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;

d. Renewal of the effective dates of the performance security after its expiration during the course of contract implementation.

vii. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.

viii. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, Supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract or as under:

a. Deviations from specifications and terms & conditions of the purchase order/contract.

b. Provision of fake prototype/type test reports

c. Provision of fake inspection call FAT/type test

d. Failure to rectify the fault/damage/problem during period of warrantee

e. Supply of goods through inappropriate way such as smuggling of goods

f. Supply of stolen goods/re-sold goods.

g. Provision of fake /forged custom /taxes /duties documents

h. Willful supply of substandard material in place of the material inspected and validated by the nominated inspectors.

ix. For the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance and is liable to be Blacklisted:

a. Defective design resulting in substantial corrective works in design and/or construction;

b. Failure to deliver critical outputs due to consultant's fault or negligence;

c. Specifying materials which are inappropriate, sub-standard, or way above acceptable standards.

d. Allowing defective workmanship or works by the Contractor/Supplier being supervised by the consultant. Submitting CV's of key personnel in the prequalifying process or bid documents of professionals that are not in actual employment of the bidder or without consent of experts.

e. Acting together (Contractor/Supplier & Consultant) in secret toward a fraudulent or illegal end

x. For the procurement of infrastructure projects, poor performance by the Contractor/Supplier or unsatisfactory quality and/or progress of work arising from his fault or negligence. Any of the following acts by the constructor shall be construed as poor performance:

a. Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the Contractor/Supplier; and

b. Quality of materials and workmanship not complying with the approved specifications/Drawing(s) arising from the Contractor/Supplier's fault or negligence.

c. Unnecessary delay in completion of project

d. Failure to rectify fault/problem/damages during defect liability period.

e. Willful or deliberate abandonment or non-performance of the project or contract by the Contractor/Supplier resulting to substantial breach thereof withoutlawful and/or just cause.

f. Installing the replaced material instead of the material that was allocated or officially declared as such for any particular project under-construction.

g. Any misappropriation committed while returning the dismantled material.

xi. In addition to above, other grounds for blacklisting of firms/individuals include but are not limited to the following:

a. Obtaining fraudulent payments;

b. Obtaining contracts by misleading the purchaser;

c. Refusal to pay GEPCO dues etc.;

d. Failure to fulfill contractual obligations Changes in the status of firm's ownership/partnership etc., causing dissolution of the firm which existed at the time of inspection prior to originalregistration of the firm

e. Registration of a firm with a new name by the Proprietor or familyor a nominee thereof of a firm that has been already blacklisted;

f. Contractor/Suppliers who have negotiated Plea Bargain under the National Accountability Ordinance 1999, or Contractor/Suppliers involved with any other criminal proceedings conducted by any investigation agency where default has been proved specifically in relation to supplies made to or contracts concluded with GEPCO or department thereof;

g. Non-compliance of the existing policy/rules/law of GoP during execution of contract.

h. Hiring of under-age personnel for assignments or works violating Child Labor (Prohibition and Regulation) Amendment Bill, 2016.

i. Non-Adherence to safety Codes.

j. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to terminate the contract, recover the loss and debar the bidder/firm/JV/Contractor/Supplier/consultant from participation in future tenders. The procuring agency shall be the sole judge to determine the importance of the project.

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

SECTION 3: "GEPCO STANDING COMMITTEE FOR BLACKLISTING"

3.1 Structure of Committee

A permanent Committee namely "GEPCO's Standing Committee for Blacklisting" comprising of the following members shall examine the justification of the reasons given by the Project Authority prior to blacklisting / debarment of anyfirm/Supplier/Contractor/Supplier/ individual.

i. General Manager Technical	Convener
ii. Chief Law Officer GEPCO	Member
iii. Representative of Finance Director (Not Less than the Rank of Manager)	Member
iv. Manager (Material Management)	Member
v. Manager Procurement PMU	Member

The quorum for committee meeting will be 3 members including the Convener, the presence of Convener is mandatory. Committee shall evaluate the case and develop consensus however, in case of conflict among the member of committee, decision of convener shall be considered final.

3.2 Provision of Additional Member or Third-Party Expert

Depending upon the nature of the case, the Committee may consult or appoint / nominate additional members from within GEPCO with the approval of Chief Executive Officer (CEO) GEPCO, provided that the Committee consists of an odd number of individuals as per spirit of Rule 48(1) of the PPRA Rules. Independence of any additional members shall be ensured while making the selection of such additional members. Furthermore, the aforementioned Standing Committee shall also be authorized to seek external expert advice or call any employee of GEPCO as and when required.

3.3 Procedure for Suspension and Blacklisting.

Following is the procedure for the suspension and blacklisting of the delinquent entity.

a. Initiation of Action

Upon receipt of or obtaining information and / or knowledge that any person(s) is involved in practices mentioned in Section 2 the concerned project Authority / formation may initiate the suspension and blacklisting proceedings by filing its recommendations with the procuring agency or procuring agency also by itself commence the proceedings upon prima facie (self-sufficient) determination that the bidder/ prospective bidder/ JV/ Person/Entity has undertaken any of the grounds for blacklisting during the competitive bidding or contract implementation stage as mentioned in Section 2 of the Policy.

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

b. Notice to Party
Upon verification of the existence of rationales for blacklisting, the procuring agency shall immediately notify the Contractor/Supplier concerned in writing, advising him that:

i. Complaint for suspension or blacklisting or both has been filed against him, or he has been considered by the procuring agency forsuspension and blacklisting, stating the grounds for such;
ii. He has the opportunity to explain his position regarding why he should not be suspended and blacklisted;
iii. Hearing shall be conducted before the procuring agency or "GEPCO's Standing Committee for Blacklisting", upon his request, where he may present documentary evidence, verbal testimony and cross-examine the witnesses presented against him; and
iv. The consequences of being suspended and blacklisted.

Within seven to fourteen (7-14) calendar days from receipt of notification, the bidder shall submit its written reply with documentary evidence to the procuring agency or "GEPCO's Standing Committee for Blacklisting" with a manifestation for request of hearing to determine questions of fact, if he so desires. No time extension shall be allowed. if Contractor/Supplier fail to answer within the stipulated period, the procuring agency shall issue a resolution recommending its blacklisting with the immediate suspension of the Contractor/Supplier from participating in any bidding process of the agency for a certain period and the forfeiture of his bid security.

c. Hearings
If a hearing is requested by the Contractor/Supplier, the procuring agency shall immediately signel the date and time for hearing. The hearing shall be non-litigious and shall be terminated within five (5) working days. The procuring agency shall constitute an independent "Hearing Committee" comprising of odd Number members. The procuring agency may also invite a representative from PPRA or a duly recognized private group in a sector or discipline relevant to the procurement at hand as an observer for each hearing.

If no request of hearing is made, the procuring agency shall determine the case based on the complaint, answer, documentary evidence submitted and facts verified. If the procuring agency is convinced that the Contractor/Supplier/bidder is at fault, it shall issue a resolution recommending for its blacklisting with suspension of the bidder from participating in any bidding process of the agency and the forfeiture of his bid security.

d. Decision
The Head of the Procuring Entity shall, within fifteen (15) days from receipt of the resolution and the records of proceedings, determine whether reasonable cause exists for the suspension of the Contractor/Supplier and the forfeiture of the latter's bid security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision regarding its blacklisting and

suspending the Contractor/Supplier from participating in any bidding process of the agency, and further declaring that his bid security is forfeited. Otherwise, he shall dismiss the case.

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

In case a Contractor/Supplier commits more than one offense or a combination of offenses for the same project/contract in a particular agency, each violation shall be met the corresponding penalty.

e. Notification

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

SECTION 4: REVIEW, APPEAL & PERIOD OF DEBARMENT

4.1 Filing of Appeal for Review Against Decision

The Contractor/Supplier shall have the right to lodge request to review the blacklisting decision, if the same is convinced that some concrete evidence proves the case otherwise in favor of the Contractor/Supplier. For this purpose, the same will file an appeal within five (5) days from receipt of the notice of decision.

a. Constituting Decision Review Committee

The procuring agency shall constitute an independent senior-level "Decision Review Committee" comprising following three members:

i.	General Manager (Operations)	Convener
ii.	Chief Financial Officer	Member
iii.	Chief Engineer (Development)	Member
iv.	Manager (S&I)	Member

b. Timeline for Deciding the Review Appeal

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

c. Finalization of Decision

The decision of the Review Committee shall become final and executory after the lapse of fifteen days from the receipt of the notice of decision or decision of review application. If an appeal is filed, the affirmed, modified or reversed decision shall become final and executory upon receipt thereof by the department and person/entity concerned. Upon finality of the decision suspending the Contractor/Supplier, the procuring agency shall issue a Blacklisting Order disqualifying the erring Contractor/Supplier from participating in the bidding of all projects.

4.2 Filing of Appeal with the Authority

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

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

4.3 Period of Debarment for Blacklisted Firms

The period of Debarment or Blacklisting shall be decided as per PPRA Rules.

SECTION 5: GENERAL INSTRUCTIONS

a. EFFECTIVENESS

As mentioned earlier, this Policy will have retrospective effectiveness thus governing all the cases that may be lying pended since 28-06-2021.

b. AMENDMENTS

In the implementation of this policy, the GEPCO/PPRA may introduce modifications thereto through the amendment of its specific provisions as the need arises. Any amendment to this policy shall be applicable to government projects advertised for bid after the effectiveness of the said amendment.

c. DELISTING

A blacklisted person/entity shall automatically be delisted after the period for the penalty shall have elapsed, unless the blacklisting agency requests the PPRA/NTDC/DISCOs/WAPDA to maintain the blacklisted person/entity in the PPRA/PPRA/NTDC/DISCOs/WAPDA Consolidated Blacklisting Report due to justifiable reasons. In the latter case, the blacklisted person/entity shall be delisted only upon the blacklisting agency's issuance of a Delisting Order.

d. COMMUNICATION AND DISSEMINATION

The Procuring Agency shall apprise the Procurement Committee/GEPCO Board of Directors (BoD) before communicating its Blacklisting decision to the Authority, if a Firm/Company/Bidder/JV/Manufacturer/Sub-Contractor /Supplier/ Consultant etc. is declared blacklisted by the GEPCO. The blacklisting agency concerned shall intimate the PPRA /NTDC/WAPDA/PEC/SECP /DISCOs or other stake holders concerned, within seven (7) calendar days after the issuance of the blacklisting order/delisting orders made by the agency.

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

Form for Hearing

Through Registered AD, Courier Service or email or Fax or WhatsApp.

____

____

____

1. A committee for investigation of blacklisting Proceedings in furtherance of Rule 19 PPRA, 2004 has been constituted to investigate and decide upon the allegations at Para-2/below. You are required to appear in person or defend in writing with evidence on_________at GEPCO Head Office, 565-A Model Town, Gujranwala, as to why you should not be blacklisted for:

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

2. You are being given an opportunity to be heard and are required to appearin person or defend in writing with evidence on————at GEPCO Head Office. In case of your failure to attend or pay heed, the Committee shallproceed ex-parte.

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

Officer In-charge

AFFIDAVIT

We, ____, do hereby solemnly affirm and declare that:

1. Our firm has **never been blacklisted or disqualified** by any Government Department, Local Body, or Authority.
2. Our firm is **not involved in any litigation, arbitration, or dispute** with any Government, Semi-Government organization, NGO, or INGO.
3. We have **read and fully accept** the provisions of the **GEPCO Blacklisting Policy / Mechanism**.

This affidavit is being submitted in **good faith** and for the purpose of fulfilling **tender / contract requirements.**

For and on behalf of

M/s ________________________________
Address: ____________________________