
NATIONAL STANDARD PROCUREMENT DOCUMENTS

**Procurement of Repair of Power Transformers
through
Closed Framework Agreements
(*Cost Based Selection*)**

(National Competitive Bidding)



**Chief Engineer (Development)
Islamabad Electric Supply Company
IESCO Head Quarter, Sector G-7/4, Street # 40,
Islamabad
April, 2026**

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PREFACE

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

National Standard Bidding/Procurement Documents are developed 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 three parts i.e. Prequalification Process, Primary Procurement Process and Secondary Procurement Process, and each part is composed of general as well as specific provisions to be applicable for the procurement of common use items and commodities. 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 quarterly basis 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).

Brief of the Document

Procurement Notice -

The attached template is the Invitation for Prequalification of Suppliers willing to sign framework agreements with the Procuring Agency for repair of Power Transformers, in accordance with the provisions of the agreement.

Prequalification Document (Procurement of Goods through Framework Agreements)

PART 1 – PREQUALIFICATION PROCESS

Section I - Instructions to Applicants (ITAs)

This Section contains detailed information for preparing and submitting the Applications for Prequalification, in addition to information on opening and evaluation of the Applications.

Section I contains provisions that are to be used by the Procuring Agencies without modification.

Section II - Prequalification Data Sheet (PDS)

This Section contains provisions that supplement the ITA (in Section-I), and are specific to respective Prequalification Proceedings.

Section III - Qualification Criteria and Requirements

This Section prescribes the methodology, criteria, and requirements to be used to determine the capacity and capability of the Applicants for the repair of Power Transformers in accordance with the requirements of the Procuring Agency, with an objective to prequalify them for Invitation to Bid (s), and sign the framework agreement(s) with the selected bidder(s), in case of Closed Framework Agreement(s) for the purpose of awarding Call off Contracts.

Section IV - Application Forms

This Section contains Application Submission Form and other allied forms required to be submitted with the Application.

Section V - Eligible Countries

This Section contains information regarding eligible countries in accordance with the Policy of the Federal Government.

PART 2 -- SUPPLY REQUIREMENTS**Section VII – Schedule of Requirements**

This Section includes a brief description of the material and processes that may be involved in repairing of Power Transformers including but not limited to material and processes for repair of Power Transformer, Technical Specifications and Drawings (if applicable), and Delivery and Completion Schedules.

IESCO PMU

Procurement Notice



Invitation for Prequalification IESCO Tender No. NCBCFA-02/2025-26

Procurement of Repair of Power Transformers through Closed Framework Agreements IESCO

1. IESCO has sufficient funds from its own resources toward the expenditure of Repair of Power Transformers and intends to apply part of the proceeds toward payments under the contract for **NCBCFA-02/2025-26** for Repair of Power Transformer.
2. IESCO intends to prequalify suppliers for Invitation to Bid(s), and sign the framework agreement(s) with the selected bidder(s) subsequent to bidding process in case of Closed Framework Agreement(s).
3. The objective of the intended Closed framework agreement is the on-demand repair of damaged of Power Transformers at different Grid Station of IESCO through subsequent Call-off Contracts with successful bidder and the purpose of this Prequalification Notice is to provide the very basic information to enable the potential applicants to decide whether or not to respond to this Prequalification Notice.
4. Only the prequalified applicants shall be entitled to participate in the procurement proceedings, and it is expected that the Invitation to Bids will be made to the Prequalified Applicants in **March/April 2026** and Closed Framework Agreement will be signed b/w the Procuring Agency and the successful bidder as Framework Agreement Suppliers in **June, 2026** for the period of One Year.
5. Prequalification process is open for all national Applicants subject to fulfilling the eligibility requirements mentioned in the respective Prequalification Documents. Interested Applicants may obtain further information from the **Chief Engineer (Development) IESCO Headquarters Street No.40, Sector G-7/4 Islamabad during office hours i.e., 0830 to 1630 Hours.**
6. All the interested applicants are advised to apply after purchase of prequalification document from office of the undersigned on request after payment of non-refundable fee of **Rs. 3,000/-** for participation on any working day during office hours or may be sent through Courier if requested by the applicant with an additional fee of **Rs. 1,500/-** per document.
7. Applications for Prequalification will be opened on **23.04.2026 at 1130 Hrs** thereafter in public and in the presence of applicants' representatives who choose to attend during the opening at the address mentioned below.

8. This advertisement is also available on Public Procurement Regulatory Authority (PPRA) www.ppra.org.pk & IESCO www.iesco.com.pk websites.
9. IESCO reserves the right to reject the bids as per Rule-33 (1) of PPRA Rules-2004 (amended to date)
10. In case of fake/ false information/ documents submitted by the applicants, the applicants will be liable to the black listed as per IESCO Black Listing Policy uploaded on IESCO website www.iesco.com.pk

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1. Contents

<i>PART 1 –Prequalification</i>	9
Section I - Instructions to Applicants	10
A. General.....	10
B. Contents of the Prequalification Documents.....	12
C. Preparation of Applications	14
D. Submission of Applications	16
E. Procedures for Evaluation of Applications	18
F. Evaluation of Applications and Prequalification of Applicants.....	18
Section II - Prequalification Data Sheet (PDS)	24
A. General.....	24
B. Contents of the Prequalification Document	24
C. Preparation of Applications	24
D. Submission of Applications	25
E. Procedures for Evaluation of Applications	25
Section III - Qualification Criteria and Requirements.....	27
Specific Experience Requirements	31
Section IV - Application Forms	35
Application Submission Letter	36
Form ELI -1.1	37
Applicant Information Form.....	37
Form ELI -1.1 (continued).....	38
Applicant Information Form.....	38
Form FIN – 3.1.....	40
Financial Situation and Performance	40
Form FIN - 3.2.....	42
Average Annual Turnover (Annual Sales Value).....	42
Current Contract Commitments / Contracts in Progress Form CON-1	43
Form- EXP-1.....	44
Form- PER 1	45
Manufacturer’s Authorization.....	47
Section V - Eligible Countries	48
Eligibility for the Provision of Goods and Related Services.....	48
Section VI – Scope of Supply	49
Section VII – Schedule of Requirements	50
1. Scope of Supply	53

PART 1 – Prequalification

Section I - Instructions to Applicants

A. General	
1. Scope of Application	1.1 In connection with the “Invitation for Prequalification”, the Procuring Agency, as defined in Section II (Prequalification Data Sheet abbreviated as PDS), issues this set of Prequalification Documents (PD) to prospective applicants (also hereinafter referred as Applicants) interested in submitting applications (also hereinafter referred as Applications) to determine the capacity and capability of the Applicant(s) for repair of Power Transformers incidental thereto as specified in Section VII (Schedule of Requirements).
2. Source of Funds	2.1 Source of funds is same as referred in Invitation for Prequalification.
3. Fraud and Corruption	<p>3.1 The Procuring Agency requires that the Applicants /Bidders/ Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>3.2 The Applicants/Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application/Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>3.3 Any communications between the Applicant and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>3.4 Procuring Agency will reject an application or bid or proposal, if it is established that the Applicant or the Bidder or Prosper was engaged in corrupt and fraudulent practices in competing for the contract.</p>

	<p>3.5 Procuring Agency will also declare the Applicant as blacklisted in accordance with Public Procurement Rule 19 and predefined standard mechanism.</p>
<p>4. Eligible Applicants</p>	<p>4.1 An Applicant may be a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing JV agreement or with the intent to enter into such an agreement supported by a letter of intent.</p> <p>In case of single (private or state-owned entity), it shall be liable for execution of all the provisions of the Framework Agreement (if signed b/w the Procuring Agency and the entity), the execution of any Call-off Contract(s) awarded (to the entity) under the Framework Agreement in accordance with the Call-off Contract conditions that apply.</p> <p>In the case of a joint venture, all members shall be jointly and severally liable for the execution of all the provisions of the Framework Agreement (if signed b/w the Procuring Agency and the JV), the execution of any Call-off Contract(s) awarded (to the JV) under the Framework Agreement in accordance with the Call-off Contract conditions that apply.</p> <p>The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Prequalification process, Bidding process (in the event the prequalified JV submits a Bid) and during the period of framework agreement and contract execution (in the event the JV is awarded the Contract). Unless specified in the PDS, there is no limit on the number of members in a JV.</p>
	<p>4.2 An Applicant may apply for Prequalification both individually, and as part of a joint venture, or participate as a subcontractor. If prequalified as a JV only, it will not be permitted to bid for the same contract as an individual entity. Bids submitted in violation of this provision will be rejected.</p> <p>4.3 An Applicant and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that entity) may submit its Application for Prequalification either individually, as joint venture or as a sub-contractor among them for the same contract. However, if prequalified only one prequalified Applicant will be allowed to bid for the same contract. All Bids submitted in violation of this provision will be</p>

	rejected.
	<p>4.4 Applicants shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Procuring Agency for execution of subsequent Framework Agreement(s) or Call off Contract(s). In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with such professional staff of the Procuring Agency (or a recipient of a part of the funds) who:</p> <p>(a) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or</p> <p>(b) would be involved in the implementation or supervision of such Framework Agreement or Call-off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract.</p>
	<p>4.5 An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified to bid or enter into any Framework Agreement or Call-off Contract for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available at PPRA's website.</p>
	<p>4.6 An Applicant shall provide such documentary evidence for determining the eligibility of the Applicant to the reasonable satisfaction of the Procuring Agency.</p>
5. Eligibility (in terms of Nationality)	<p>5.1 Applicants may be ineligible if they are nationals of ineligible countries as indicated in Section V.</p>
B. Contents of the Prequalification Documents	
6. Sections of Prequalification Documents	<p>6.1 This set of Prequalification Documents consists of Parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.</p>
PART 1 Prequalification Procedures	

	<ul style="list-style-type: none"> • Section I - Instructions to Applicants (ITA) • Section II - Prequalification Data Sheet (PDS) • Section III - Qualification Criteria and Requirements • Section IV - Application Forms • Section V - Eligible Countries • Section VI - Fraud and Corruption <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section VII – Schedule of Requirements
	<p>6.2 Unless obtained directly from the Procuring Agency or downloaded directly from the website link referred in the Invitation for Prequalification, the Procuring Agency accepts no responsibility for the completeness of the Prequalification documents, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification documents in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Procuring Agency or downloaded from the website link shall prevail.</p>
	<p>6.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.</p>
<p>7. Clarification of Prequalification Documents and Pre-Application Meeting</p>	<p>7.1 An Applicant requiring any clarification of the Prequalification Documents shall contact the Procuring Agency in writing at the Procuring Agency's address indicated in the PDS. The Procuring Agency will respond in writing to any request for clarification provided that such request is received no later than three (03) days prior to the deadline for submission of the Applications. The Procuring Agency shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Documents directly from the Procuring Agency (or through its website link), including a description of the inquiry but without identifying its source. If so indicated in the PDS, the Procuring Agency shall also promptly publish its response at the web page identified in the PDS. Should the Procuring Agency deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2.</p> <p>7.2 If indicated in the PDS, the Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting at the place, date and time mentioned in the PDS. During this Pre-Application meeting, prospective Applicants may request clarification of the schedule of requirement, the qualification</p>

	<p>criteria or any other aspects of the Prequalification Documents.</p> <p>7.3 Minutes of the Pre-Application meeting, if applicable, including the text of the questions asked by Applicants, 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 Applicants who have obtained the Prequalification Documents. Any modification to the Prequalification Documents that may become necessary as a result of the pre-Application meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITA 8. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.</p>
8. Amendment of Prequalification Documents	<p>8.1 At any time prior to the deadline for submission of Applications, the Procuring Agency may amend the Prequalification Documents by issuing an Addendum.</p>
	<p>8.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the PDS:</p> <p>Provided that an Applicant who had either already submitted their Applications or handed over the applications to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Application and submit the revised Application prior to the original or extended Application submission deadline.</p>
	<p>8.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Agency may at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2:</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Applications, if such an addendum is issued within last three (03) days of the Application submission deadline.</p>
C. Preparation of Applications	
9. Cost of Applications	<p>9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct</p>

	or outcome of the Prequalification process.
10. Language of Application	10.1 The Application as well as all correspondence and documents relating to the Prequalification exchanged by the Applicant and the Procuring Agency, shall be written in the language specified in thePDS . Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified in thePDS , in which case, for purposes of interpretation of the Application, the translation shall govern.
11. Documents Comprising the Application	11.1 The Application shall comprise the following: <ul style="list-style-type: none"> (a) Application Submission Letter, in accordance with ITA 12.1; (b) Eligibility:documentary evidence establishing the Applicant’s eligibility, in accordance with ITA 13.1; (c) Qualifications:documentary evidence establishing the Applicant’s qualifications, in accordance with ITA 14; and (d) any other document required as specified in thePDS.
12. Application Submission Letter	12.1 The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Form must be completed without any alteration to its format.
13. Documents Establishing the Eligibility of the Applicant	13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Form ELI-1.1 (eligibility), included in Section IV (Application Forms).
14. Documents Establishing the Qualifications of the Applicant	14.1 To establish its qualifications to perform the contract(s) in accordance with Section III (Qualification Criteria and Requirements), the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms). <p>14.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Pak Rupee equivalent using the rate of exchange determined as follows:</p> <ul style="list-style-type: none"> (a) for turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted). (b) value of single contract - Exchange rate prevailing on the date of the contract. <p>14.3 Exchange rates shall be taken from the publicly available source</p>

	<p>identified in the PDS. Any error in determining the exchange rates in the Application may be corrected by the Procuring Agency.</p> <p>14.4 The documentary evidence of the Applicant's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency's satisfaction:</p> <p>(a) that, if required in the PDS, an Applicant that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV A (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;</p> <p>(b) that, if required in the PDS, in case of an Applicant not doing business within Islamic Republic of Pakistan (or the country where the procurement is being made), the Applicant is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.</p>
<p>15. Signing of the Application and Number of Copies</p>	<p>15.1 The Applicant shall prepare one set of the original documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original set of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.</p> <p>15.2 The Applicant shall submit copies of the signed original Application, in the number specified in the PDS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>15.3 When the Applications are submitted electronically, if permitted pursuant to ITA 17.1, The Applicant shall submit ORIGINAL and COPIES in accordance with the procedures specified in the PDS.</p>
<p>D. Submission of Applications</p>	
<p>16. Sealing and Identification of Applications</p>	<p>16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:</p> <p>(a) bear the name and address of the Applicant;</p>

	<p>(b) be addressed to the Procuring Agency, in accordance with ITA 17.1; and</p> <p>(c) bear the specific identification of this Prequalification process indicated in the PDS reference ITA 1.1.</p> <p>16.2 When the Applications are submitted electronically, if permitted pursuant to ITA 17.1, The Applicant shall seal the original and the copies in accordance with the procedures specified in the PDS.</p> <p>16.3 The Procuring Agency will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.</p>
<p>17. Deadline for Submission of Applications</p>	<p>17.1 Applicants may either submit their Applications by mail, by courier or by hand. Applications shall be received by the Procuring Agency at the address and no later than the deadline indicated in the PDS. When so specified in the PDS, Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified in the PDS.</p>
	<p>17.2 If required in accordance with the provisions of ITA 8.3, the Procuring Agency will extend the deadline for the submission of Applications, in which case all rights and obligations of the Procuring Agency and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.</p> <p>17.3 The deadline will be extended in the same manner as that of original Invitation for Prequalification (or the advertisement).</p>
<p>18. Late Applications</p>	<p>18.1 The Procuring Agency reserves the right to accept Applications received after the time for submission of Applications, however subject to the condition that the same is received within the date specified as last date for submission of applications but before the time for opening of the Applications.</p>
<p>19. Opening of Applications</p>	<p>19.1 The Procuring Agency shall open all Applications at the date, time and place specified in the PDS. Late Applications shall be treated in accordance with ITA 18.1.</p> <p>19.2 Applications submitted electronically, if permitted pursuant to ITA 17.1, shall be opened in accordance with the procedures specified in the PDS.</p> <p>19.3 The Procuring Agency shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all</p>

	Applicants.
E. Procedures for Evaluation of Applications	
20. Confidentiality	20.1 Information relating to the Applications, their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the Prequalification process until the notification of Prequalification results is made to all Applicants in accordance with ITA 28.
	20.2 From the deadline for submission of Applications to the time of notification of the results of the Prequalification in accordance with ITA 28, any Applicant that wishes to contact the Procuring Agency on any matter related to the Prequalification process may do so only in writing.
21. Clarification of Applications	21.1 To assist in the evaluation of Applications, the Procuring Agency may, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Procuring Agency and all clarifications from the Applicant shall be in writing.
	21.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Agency's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.
22. Responsiveness of Applications	22.1 The Procuring Agency may reject any Application which is not responsive to the requirements of the Prequalification Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information within prescribed time, it may result in disqualification of the Applicant.
23. Margin of Preference	23.1 Unless otherwise specified in the PDS , a margin of preference shall not apply in the Bidding process resulting from this Prequalification.
24. Sub-contractors	24.1 Subcontractors' qualification and experience will not be considered for evaluation of the Applicant. The Applicant on its own (without taking into account the qualification and experience of the Subcontractor) should meet the qualification criteria.
F. Evaluation of Applications and Prequalification of Applicants	
25. Evaluation	25.1 The Procuring Agency shall use the factors, methods, criteria, and

of Applications	requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Procuring Agency reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the contract, however subject to the provisions of ITA 27.
	25.2 Subcontractors proposed by the Applicant shall be fully qualified for their parts of the Scope of Supply of the Goods and Allied Services as stated in the PDS.
	25.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Procuring Agency shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements. The Qualification Criteria and Requirements are mentioned in Section III. 25.4 Only the qualifications of the Applicant shall be considered. The qualifications of other related entities such as the Applicant's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Applicant shall not be taken into consideration in determining the qualifications of the Applicant.
26. Procuring Agency's Right to Accept or Reject Applications	26.1 The Procuring Agency reserves the right to accept or reject all the Applications, and to annul the Prequalification process at any time, without thereby incurring any liability to the Applicants.
27. Prequalification of Applicants	27.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Agency. 27.2 An Applicant may be "conditionally prequalified," that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Procuring Agency. 27.3 Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Procuring Agency before or at the time of submitting their Bids.

<p>28. Notification of Prequalification</p>	<p>28.1 The Procuring Agency shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.</p> <p>28.2 The procuring agency shall communicate to those suppliers or contractors who have not been pre-qualified the reasons for not pre-qualifying them.</p>
<p>29. Request for Bids</p>	<p>29.1 Promptly after the notification of the results of the Prequalification, the Procuring Agency will invite the Bids from all the Applicants that have been prequalified.</p>
<p>30. Changes in Qualifications of Applicants</p>	<p>30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of Bids. Such approval shall be denied if:</p> <ul style="list-style-type: none"> (a) a prequalified Applicant proposes to associate with a disqualified Applicant or in case of a disqualified joint venture, any of its members; (b) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (c) in the opinion of the Procuring Agency, the change may result in a substantial reduction in competition. <p>30.2 Any such change should be submitted to the Procuring Agency before the date of "Invitation to Bids".</p>

31. Constitution of Grievance Redressal
Section II. Prequalification

- 31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
- 31.2 Any party or applicant 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 application/proposal submission deadline.
- 31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.
- 31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
- 31.5 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 envelop bidding procedure is adopted.
- 31.6 The GRC shall investigate and decide upon the complaint within ten days of its receipt.
- 31.7. Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021".
- 31.8 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.
- 31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
- 31.10 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.
- 31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee.

32. Mechanism of Blacklisting	<p>32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ol style="list-style-type: none">i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;ii. Fails to perform his contractual obligations; andiii. Fails to abide by the id securing declaration; <p>32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> <p>32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p> <p>32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.</p> <p>32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p> <p>32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed</p>
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- 32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing..
- 32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- 32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
- 32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- 32.12 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 II - Prequalification Data Sheet (PDS)	
A. General	
ITA 1.1	<p>The identification number of the Invitation for Prequalification is: NCBCFA-02/2025-26</p> <p>The Procuring Agency is: Chief Engineer (Development) IESCO Islamabad</p> <p>The list of contract is: Repair of Power Transformers</p>
ITA 2.1	<p>The name of the Procuring Agency is: Chief Engineer (Development) IESCO Islamabad</p> <p>The name of the Project or Procurement is: Repair of Power Transformers</p>
ITA 3.5	<p>A list of debarred firms and individuals is available on the PPRA's website: http://www.ppra.org.pk</p>
ITA 4.1	<p>Maximum number of members in the JV shall be: Not more than two (02)</p>
B. Contents of the Prequalification Document	
ITA 7.1	<p>For clarification purposes, the Procuring Agency's address is: Chief Engineer (Development) IESCO Head Office, Street No. 40, Sector G-7/4 Islamabad</p> <p>Requests for clarification should be received by the Procuring Agency no later than: Seven (07) working days</p>
ITA 7.2	<p>Pre-Application Meeting will be held:No</p>
ITA 8.2	<p>Web page:www.iesco.com.pk</p>
C. Preparation of Applications	
ITA 10.1	<p>This Prequalification document has been issued in the "<i>English</i>" language. All correspondence shall be in: English</p> <p>The language for translation of supporting documents and printed literature is: English</p>
ITA 11.1 (d)	<p>The Applicant shall submit with its Application, the following additional documents:NA</p>

ITA14.3	The source for determining exchange rates is State Bank of Pakistan
ITA 15.2	In addition to the original, the number of copies to be submitted with the Application is: One (01) copy.
ITA 15.3	When the Applications are submitted electronically: NA
D. Submission of Applications	
ITA 17.1	<p>The deadline for Application submission is: Date: 23.04.2026 Time: 11:00 Hrs</p> <p>For Application submission purposes only, the Procuring Agency's address is: Chief Engineer (Development) Address: IESCO Head Office Sector G-7/4 Street No. 40 City/Town: Islamabad.</p> <p>Applicants shall not submit their Applications electronically.</p>
ITA 19.1	<p>The opening of the Applications shall be at Chief Engineer (Development) Address: IESCO Head Office Sector G-7/4 Street No. 40 City/Town: Islamabad. Date: 23.04.2026 Time: 1130 Hrs</p>
ITA 19.2	The electronic Application opening procedures shall be: NA
E. Procedures for Evaluation of Applications	
ITA 23.1	A margin of domestic preference shall apply
ITA 25.2	The Supply of the Goods and Allied Services shall be related to Repair of Power Transformers.
ITA 31.1	<p>If an Applicant wishes to make a Prequalification related Complaint, the Applicant should submit its complaint, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: Convener Grievance Redressal Committee Title/position: Chief Engineer P&E</p>

	<p>Procuring Agency: <i>Chief Engineer (Development), IESCO</i></p> <p>Email address: iescopmu@iesco.com.pk</p> <p>Fax number: +92-51-9252978</p> <p>In summary, at this stage, a Prequalification related Complaint may challenge any of the following:</p> <p>the terms of the Prequalification Documents; and</p> <p>the Procuring Agency's decision not to prequalify an Applicant.</p>
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Section III - Qualification Criteria and Requirements

This Section contains the methods, criteria, and requirements that the Procuring Agency shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITA 5.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITA 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Letter
1.3	Eligibility	Not having been declared ineligible as described in ITA 4.5 and 5.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Letter
1.4	State-owned Enterprise of	Meet conditions of ITA 4.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Not debarred due to any Non-performance of contract or deviation from Bid Securing Declaration in accordance with the provision of Rule-19 of PP Rules or the period of debarment has been over.	Must meet requirement	Must meet requirements	Must meet requirement ¹	N/A	Form PER-1
2.2	Pending Litigation	Applicant's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant	Must meet requirement	N/A	Must meet requirement	N/A	Form PER-1
3. Financial Situation and Performance							

¹ This requirement also applies to contracts executed by the Applicant as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
3.1	Financial Capabilities	The audited balance sheets or other financial statements acceptable to the Procuring Agency, for the last 3 years shall be submitted and must demonstrate the current soundness of the Applicant’s financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 1
3.2	Average Annual Turnover	Average annual turnover (Average Annual Sales Revenue) from Repair of Power transformers PKR100 Million calculated as total certified payments received for contracts in progress and/or completed during the last five years.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 2
3.3	Current Contractual Commitments	The Applicant shall also demonstrate, to the satisfaction of the Procuring Agency, that it has PKR100 Million of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.					Form CON -1
4. Experience							
4.1	General Experience	Experience in Repair of Power Transformers for at least last five (05) years	Must meet requirement	Must meet requirement	NA	N/A	Form EXP –1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
4.2 (a)	Specific Experience	(i) Documentary evidence of the Applicant’s qualifications to perform the Contract in accordance with 4.2 (b)(i) below	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
		(ii) Technical and Production Capability in accordance with 4.2(b)(ii) as below.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
		(iii) Experience on Packaging, Distribution in accordance with 4.2(b)(iii) below.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
		(iv) Registration Requirement in accordance with 4.2(b)(iv) below.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	
4.2 (b)	See below for details						

Specific Experience Requirements

The Specific Experience Requirements under 4.2 (b) are as follows:

4.2 (b)(i) Documentary evidence

The following documents must be included with the Application:

Documentary evidence of the Applicant's qualifications to perform the Contract if it's application is accepted:

- (i) that, in the case of an Applicant offering Repair of Power Transformers under the Contract that the –Applicant manufactures or otherwise repairs (using material supplied by primary manufacturers) that the Applicant:
 - (a) is incorporated in the country of manufacture of Repair of Power Transformers
 - (b) has been licensed by the regulatory authority in the country of manufacture to Repair of Power Transformers;
 - (c) has RepairedPower Transformers and supplied the Repaired Power Transformers covered by this Prequalification Document, for at least five (5) years;
 - (d) has received a satisfactory certificates issued by relevant Disco's and has demonstrated compliance with the quality standards during the past two years prior to Application submission;
- (ii) that, in the case of an Applicant offering to Repair of Power Transformers under the Contract that the Applicant doesrepair,
 - (a) that the Applicant has been duly authorized by a manufacturer of Repair of Power Transformers that meets the criteria under (i) above to supply Repair of Power Transformers in the Procuring Agency's Country using the Manufacturer Authorization Form; and
- (iii) the Applicant shall also submit the following additional information:
 - (a) a statement of repaired Power Transformer capacity;
 - (b) details of on-site quality control laboratory facilities and services and range of tests conducted;
 - (c) list of major supply contracts conducted within the last three years.

4.2(b)(ii) Technical and Production Capability

The Applicant shall provide evidence that it has the technical, and production capability necessary to perform the Contract:

- (i) that it has successfully completed or substantially completed at least 02 No. similar contracts/ work orders for repair of Power Transformers within the last five years. Similar contracts are those of approximately the same size and that includes comparable products, Power Transformers of various voltage rating and Power
- (ii) The Power Transformers may have been supplied by the Applicant as a manufacturer or by its agent, with references being submitted to confirm satisfactory performance,
- (iii) that it has achieved an annual average production/ repair rate of 10 No. Power Transformers during the last three years.

4.2 (b)(iii) Experience on Packaging, Distribution and Transportation

The Applicant should provide proof of experience with and knowledge of modes of transportation of Power Transformers similar to those subject to bidding under logistical and climatic conditions similar to the ones in the Procuring Agency's country. It should provide list of End user departments/ industry to which the Applicant has supplied and transported Power Transformer worth at least the amount [*insert the amount*] within the past three years.

4.2(b)(iv) Registration Requirements

The Repair of Power Transformers under the Contract shall be registered with the relevant authority in the Procuring Agency's country. An Applicant who has already registered its Goods Manufacturing/repairing of Power Transformer by the time of Prequalification should submit a copy of the Registration Certificate with its Application (subject to subsequent confirmation at Bid submission). An Applicant who has not registered its goods Manufacturing/repairing of Power Transformer subject of Bidding and wishes to commence the process of registration, should refer to the agency and contact person identified below. [*Insert name, address, telephone, e-mail address, and contact persons for registration offices, i.e., -----* -----]

If Registration is a requirement in the country of the Procuring Agency, the bidding document for the Repair of Power Transform Related Services stipulates that:

A Bidder who has already registered the goods manufacturing/repairing of Power Transformer by the time of Bidding should submit a copy of the Registration Certificate with its Bid.

Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Procuring Agency either:

- (a) A copy of the Registration Certificate of the Goods Manufacturing/repairing of Power Transformer for use in the Procuring Agency's country, or, if such Registration Certificate has not been obtained the applicant may be disqualified;
- (b) Evidence establishing to the Procuring Agency's satisfaction that the Applicant has complied

with the following documentary requirements in order to register the Goods Manufacturing/repairing of Power Transformer to be supplied under the Contract: *[insert documentary requirements]*

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Section IV - Application Forms

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Application Submission Letter

Date: _____

IFP No. and title: _____

To: _____

We, the undersigned, apply to be prequalified for the referenced IFP and declare that:

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s) if any, issued in accordance with Instructions to Applicants (ITA) 8:
- (b) **No conflict of interest:** We have no conflict of interest in accordance with ITA 4.4;
- (c) **Eligibility:** We (and our subcontractors) meet the eligibility requirements as stated ITA 4.5, we have not been suspended by the Procuring Agency based on execution of a Bid/Proposal Securing Declaration;
- (d) **State-owned enterprise or institution:** [*We are not a state-owned enterprise or institution*]
[*We are a state-owned enterprise or institution*];
- (e) **Not bound to accept:** We understand that you may cancel the Prequalification process at any time without incurring any liability to the Applicants, in accordance with ITA 26.1. Only suppliers or contractors who have been pre-qualified shall be entitled to participate further in the procurement proceedings
- (f) **True and correct:** All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed: [_____]

Name: [_____]

In the capacity of: [_____]

Duly authorized to sign the Application for and on behalf of: [_____]

Address: _____

Dated: [_____] day of [_____], [_____]

[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]

Form ELI -1.1

Applicant Information Form

Date: [_____]
 IFP No. and title: [_____]
 Page [____] of [_____] pages

Applicant's name along with nationality [_____]
In case of Joint Venture (JV), name of each member along with nationality: <i>[insert full name of each member in JV]</i> _____
Applicant's actual or intended country of registration: [_____]
Applicant's actual or intended year of incorporation: [_____]
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i> _____
Applicant's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.5. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2. <input type="checkbox"/> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

In case of JV, the Applicant's information shall include information on each JV member and letter of intent to form JV or JV agreement, in accordance with ITA 4.2

Form ELI -1.1 (continued) Applicant Information Form

Date: _____

IFP No. and title: _____

Page _____ of _____ pages

1. Applicant's name			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. Web Site:			
8. Contact Name:			
9. Contact Title:			
10. Type of Business:			
11. If Other, specify:			
12. Nature of Business:			
13. Year Established:			
14. Dates, Numbers, and Expiration Dates of Current Licenses and Permits:			
15. Current registration with relevant authorities information:			
16. Proof of product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]			
17. Name of government agency(ies) responsible for inspecting and licensing of facilities in the country of origin of the raw material and or processing of the goods:			
Date of last inspection:			
18. Quality Assurance Certification (Please include a copy of your latest certificate with the PQ Application):			

19. Production capacity: *[insert peak and average production capacity over the last three years in units/day or units/month, etc.]*

20. List of names and addresses of sources of raw material and what products they will be used in:

21. Proof of raw material product and facility registrations with Procuring Agency's country regulatory authority and international agencies [If Applicable]:

22. Raw materials tested prior to use:

23. Presence and characteristics of in-house quality control laboratory

24. Names and addresses of external quality control laboratories used:

25. Are all finished products tested and released by quality control prior to release for sale/repair?

Yes ___ No ___, If not, why?

26. List control tests done during production? If so list.

27. List tests conducted after repair/ production and prior to release to employer:

28. Are technical documents available in English:

Yes No

Form FIN – 3.1 Financial Situation and Performance

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

Applicant's Name: _____

Date: _____

Joint Venture Member Name: _____

IFP 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		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					

Cash Flow from Operating Activities					
-------------------------------------	--	--	--	--	--

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

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

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

Form FIN - 3.2

Average Annual Turnover (Annual Sales Value)

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

Applicant's Name: _____

Date: _____

Joint Venture Member Name: _____

IFP No. and title: _____

Page _____ of _____ pages

Annual turnover data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
		Average Annual Turnover **	

* Refer ITA 14 for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA 3.2.

Current Contract Commitments / Contracts in Progress Form CON-1

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

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Form- EXP-1

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

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

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Form- PER 1

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

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

Applicant's Name: _____

Date: _____

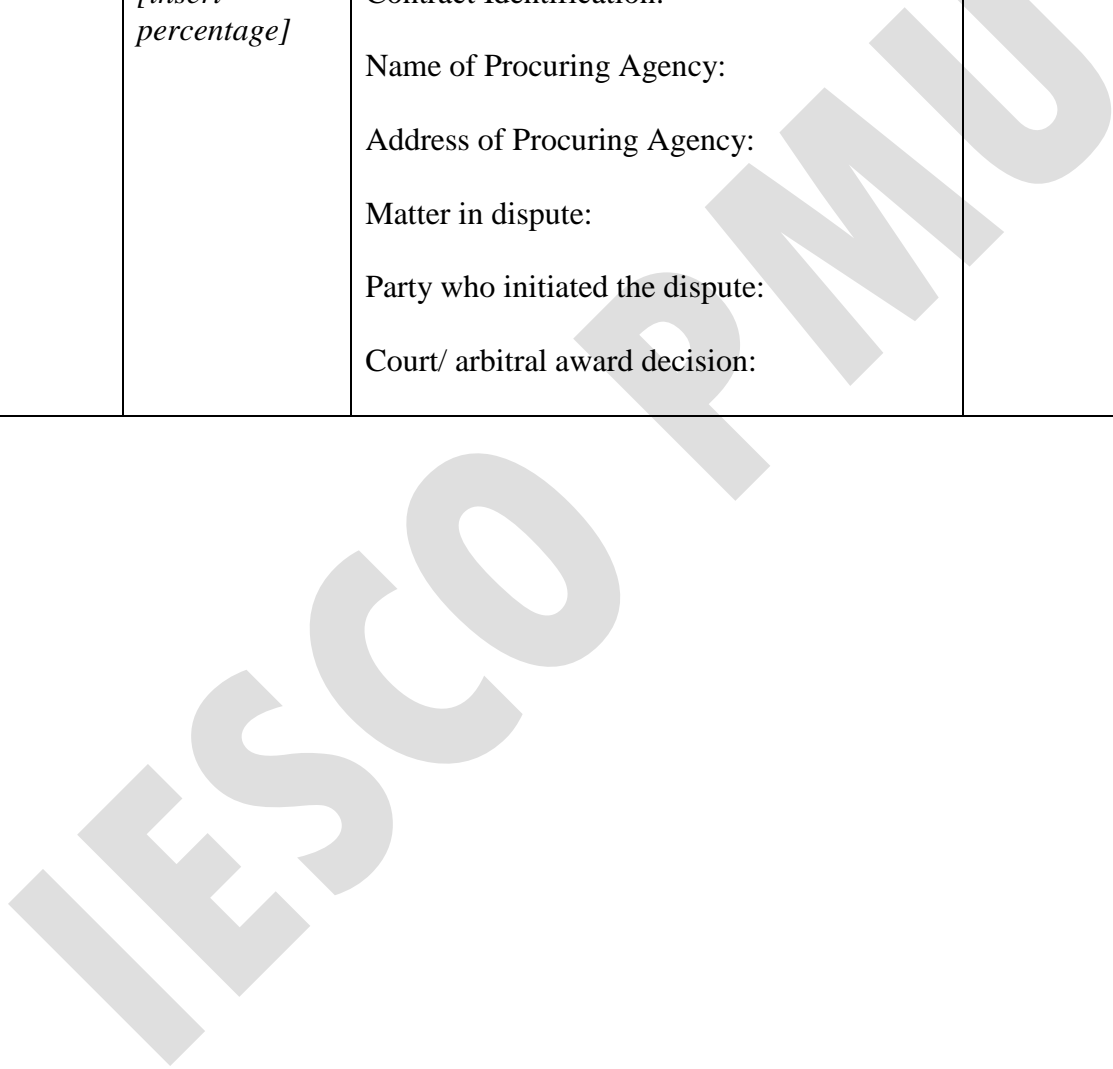
Joint Venture Member Name: _____

IFP No. and title: _____

Page _____ of _____ pages

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

<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKREquivalent (exchange rate)
	<i>[insert percentage]</i>	Contract Identification: Name of Procuring Agency: Address of Procuring Agency: Matter in dispute: Party who initiated the dispute: Court/ arbitral award decision:	



Manufacturer's Authorization

[The Applicant shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: _____
IFP No.: _____

To: _____

WHEREAS

We _____, who are official manufacturers _____, having factories at _____, do hereby authorize _____ to **submit a Prequalification Application and submit a Bid** the purpose of which is to repair of Power Transformers of different manufacturers and to subsequently negotiate and sign the Contract.

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

Signed: _____

Name: _____

Title: _____

Dated on _____ day of _____, _____

Section V - Eligible Countries

Eligibility for the Provision of Goods and Related Services

In reference to ITA 5.1, for the information of the Applicants, at the present time, firms and individuals, supply of goods and Related Services from the following countries are excluded from this Prequalification process:

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

Following countries are eligible to participate in the procurement process:

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

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

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

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

Section VI – Scope of Supply

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Section VII – Schedule of Requirements

REPAIR OF POWER TRANSFORMER

Sr. No.	Description	Tentative Qty
1.	Replacement of major insulation of all phases including cylinders b/w windings, insulation angle rings & end rings with new ones etc.	Repair & Over Hauling 31.5/40 MVA= 1 No. 20/26 MVA= 2 No. 10/13 MVA= 5 No.
2.	Vacuum of Power T/F	
3.	Dehydration of Power T/F Oil	
4.	Filling of Power T/F Oil in Main Tank	
5.	Overhauling of OLTC	
6.	Filling of Oil in OLTC	
7.	Filtering of Oil before dehydration	
8.	Assembly of HV bushings and accessories	
9.	Assembly of LV bushings and accessories	
10.	Repairing of Fan motors	
11.	Painting of Power T/F	
12.	Replacement of Cables / wires of Fan motors	
13.	Disassembly including handling, loading / Unloading	
14.	Diagnostic testing	
15.	Removal Of Top Cover	
16.	Removal Of OLTC	
17.	Removal of Core Frame	
18.	Removal of Top Yoke Lamination	
19.	Cutting of Winding & Insulating parts.	
20.	Refurbishment of insulating parts	
21.	Cleaning / washing of radiators	
22.	Radiator Gasket / Jain replacement	
23.	Radiator Valve repairing / replacement	
24.	Cleaning of Fan motors	
25.	Replacement of damaged motors	
26.	Auto / remote / local circuit repairing of Fan motors	
27.	Cleaning of Conservator Tank	
28.	Replacement of Oil magnetic indicator of Main Tank	
29.	Replacement of Oil magnetic indicator of OLTC Tank	
30.	Removal of sludge particles from Main body and conservator tank	
31.	Removal of polluted oil from Main Tank body Upper & Lower Yoke	
32.	Assembly / fixing of Top cover	
33.	Assembly / fixing of OLTC	
34.	Assembly / fixing of Winding	
35.	Assembly / fixing of Core Limbs	
36.	Assembly / fixing of Upper Yoke Clamps	
37.	Inspection and testing of Active Parts	
38.	Vapour Phase Drying (VPD)	
39.	Replacement and wiring of Main Buchholz Relay	
40.	Stage Testing	

41.	Replacement and wiring of Pressure Relief Device
42.	Replacement and wiring of Oil Temperature Gauge
43.	Replacement and wiring of Winding Temperature Gauge
44.	Replacement of HV Bushings
45.	Replacement of LV Bushings
46.	Repairing of HV Bushings
47.	Repairing of LV Bushings
48.	Replacement of Main Breather
49.	Repairing of Main Breather
50.	Replacement of OLTC Breather
51.	Repairing of OLTC Breather
52.	Dehydration of old T/F oil with 5% dehydration allowance
53.	Replacement of old oil with new oil
54.	Replacement of all Gaskets including Rim Gasket etc
55.	De-winding / re-winding of HV side for replacement of entire insulation material including paper with 10% New copper conductor and other insulating material.
56.	De-winding / re-winding of LV side for replacement of entire insulation material including paper with 10% New copper conductor and other insulating material.
57.	De-winding / re-winding of RV side for replacement of entire insulation material including paper with 10% New copper conductor and other insulating material.
58.	Replacement of HT damaged One Phase Winding with new copper wire with 10% new copper conductor
59.	Replacement of HT damaged Two Phase Winding with new copper wire with 10% new copper conductor
60.	Replacement of HT damaged all Three Phases Winding with new copper wire with 10% new copper conductor
61.	Replacement of LT damaged One Phase Winding with new copper wire with 10% new copper conductor
62.	Replacement of LT damaged Two Phase Winding with new copper wire with 10% new copper conductor
63.	Replacement of LT damaged all Three Phases Winding with new copper wire with 10% New copper conductor
64.	Replacement of RV damaged One Phase Winding with new copper wire with 10% new copper conductor
65.	Replacement of RV damaged Two Phase Winding with new copper wire with 10% new copper conductor
66.	Replacement of RV damaged all Three Phases Winding with new copper wire with 10% New copper conductor
67.	Replacement / repairing of HV One Lead
68.	Replacement / repairing of HV Two Leads
69.	Replacement / repairing of HV all Three Leads
70.	Tanking of Active Parts / Final Assembly & oil Circulation i.e. vacuuming of tank, oil filling / filtering after dehydration, assembly of H.V bushings and accessories.
71.	Transportation from 132KV GSS Tarnol to manufacturer premises and back to IESCO Regional Store New Wah.
72.	HV Red Phase Winding will be replaced with new one.
73.	Dismantled / damaged copper will be compensated to IESCO.
74.	T/F oil DGA testing
75.	T/F oil Tangent theta testing
76.	T/F oil moisture analyses
77.	Testing of Dielectric breakdown
78.	Acidity Testing

79.	Flash point testing	
80.	Pour point testing	
81.	Corrosive sulfur test	
82.	Viscosity test	
83.	Sediment and sludge test	
84.	Testing of T/F in the presence of IESCO representative (s) as per P-46:2022 (Amended up to date)	
85.	Repairing of Core laminations	
86.	Replacement of damaged/defective/missing electrical components of MDU	
87.	Replacement of damaged/defective/missing electrical components of Out Door control cabinet	
88.	Replacement of damaged/defective/missing electrical components of Auxillary control Panel	
89.	Miscellaneous Materials – fasteners (nuts, bolts, studs, Belleville washers), sand for sandblasting, crepe paper, cable insulating material, laminated/phenolic hex nuts, metalized crepe paper, aluminum foil tape, shrinkable tape, press paper K-Buff, vacuum oil, hydraulic oil, kerosene oil, white spirit, stranded copper material, copper foil tapes, aluminum foil tapes, copper brazing rods, copper lugs, copper connecting joints, glass fiber tape, thinner, German white glue, epoxy dark grey paint, phenolic rod, varnish, thinner, red oxide, PVC cables, electrodes, grinding discs, cutting discs, gases.	

Note:

- (i) Delivery Period for Repair of Each type of Transformer in 120 days after pre repair Joint inspection up to IESCO Regional Stores'' New Wah or designated site

1. Scope of Supply

LESCO PMU

2. Delivery Schedule

Repair of Each type of Transformer in **120 days** after pre repair Joint inspection up to IESCO Regional Stores'' New Wah. Delivery period will commence after pre repair Joint inspection

Tender Identification	Item Description	Delivery Period for Repair of Each type of Transformer after pre repair joint inspection
IESCO Tender No. NCBCFA-02/2025-26	Repairing of Power Transformer	120 Days

**MECHANISM
FOR BLACKLISTING
OF CONTRACTORS /
CONSULTANTS / MANUFACTURE**

LESCO PMU

**MECHANISM
FOR BLACKLISTING OF
CONTRACTORS / CONSULTANTS /
MANUFACTURERS**



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

ISLAMABAD ELECTRIC SUPPLY COMPANY (IESCO)

28th October, 2019

DISCLAIMER

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

TABLE OF CONTENTS

	PREFACE	1
	DEFINITIONS	2
	Chapter No.1	
1.1	Introduction	4
1.2	Extent of Application	4
1.3	Basic Principles of Blacklisting Mechanism	5
	Chapter No.2	
	Grounds for Blacklisting	
2.1	General Grounds	6
2.2	Grounds at Competitive Bidding Stage	6
2.3	Grounds at Contract Implementation Stage	8
2.4	Blacklisted Person / Entity etc.	10
	Chapter No.3	
	Formulation of “IESCO Standing Committee for Blacklisting”	
3.1	Defining Structure of Committee	11
3.2	Provision of Additional Member	11
3.3	Timeline for Finalization of Recommendations	11
	Chapter No.4	
	Procedure for Suspension and Blacklisting.	12
4.1	The Competitive Bidding Stage	12
4.1.1	Initiation of Action	12
4.1.2	Notification	12
4.1.3	Hearings	13
4.1.4	Decision	13
4.1.5	Notice of Decision	13
4.2	Contract Implementation Stage	14
4.2.1	Initiation of Action	14
4.2.2	Notification	14
4.2.3	Hearings	14
4.2.4	Decision	15
4.2.5	Notice of Decision	15
4.3	Blacklisted Person / Entity etc.	15
	Chapter No.5	
	Review against Decision of the Procuring Agency	16
5.1	Filing an appeal for Review against decision	16
5.2	Constituting Decision Review Committee	16
5.3	Timeline for deciding the Appeal	16
5.4	Finalization of the Decision	16
	Chapter No.6	
	Appeal	
6.1	Filing an Appeal with the Authority	17
	Chapter No.7	
	Period of Debarment	
7.1	Period of Debarment for Blacklisted Firms	18

	Chapter No.8	
	Appraisal to Procurement Committee/Board of Directors	
8.1	Appraisal of Blacklisted Firms to Procurement Committee / Board of Directors (BoD)	19
	Chapter No.9	
	Communication of Notification to Authority	
9.1	Methodology for Communication of Notification of the PPRA / NTDC / WAPDA /DISCOs Delisting	20
9.2	Effectiveness	21
9.3	Amendments	21
9.4	Delisting	21
	Appendix-1 - Process to deal with Complaints	22
	Appendix-2 - Guidelines for Evaluation of Performances of Contractors	24
	Form for Hearing	25

PREFACE

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

DEFINITIONS

In addition to definitions mentioned in bidding document, following definitions are also applicable:

- (i) **Authority:** The Public Procurement Regulatory Authority.
- (ii) **Appeal:** Right of firm/individual to bring its / his grievance against the issuance of Blacklisting Order at the appropriate legal forum.
- (iii) **Appellate Authority:** The department, office or government unit exercising general and/or administrative supervision/control over the blacklisting agency. Department level agencies shall exercise appellate authority over offices, agencies, under their jurisdiction. *Provided, further,* that blacklisting decisions of government agencies that are not subject to general and/or administrative supervision/control of any department, office or government unit shall be final and executor.
- (iv) **Award:** A written notice from the procuring entity accepting a bid or proposal.
- (v) **Blacklisting:** An administrative penalty disqualifying a person or an entity from participating in any government procurement for a given period.
- (vi) **Blacklisting Mechanism:** A mechanism adopted by IESCO as a procuring agency/entity for Blacklisting supplier(s), manufacturer(s), distributor(s), contractor(s) or Experts/consultants/consulting firm(s) etc.
- (vii) **Blacklisted Person/Entity.** A person/entity that was disqualified by an agency and/or is included in the PPRA/ADB/World Bank/Donor Agencies' (working with Government of Pakistan) Consolidated Blacklisting Report/sanctioning list.
- (viii) **Contractor** includes-suppliers, contractors and consultants
- (ix) **Consolidated Blacklisting Report:** The report prepared by the NTDC/WAPDA/DISCOs/PPRA/ADB/World Bank/Donor Agency working with Government of Pakistan containing the list of supplier(s), manufacturer(s), distributor(s), contractor(s) or Experts/ consultants/ consulting firm(s) blacklisted by procuring entities/agencies.
- (x) **Debarment:** state of being legally excluded from participating in all types of procurement proceedings of the procuring department for a given period.
- (xi) **Delist.** Removal of a person/entity from the Consolidated Blacklisting Report.
- (xii) **Procuring Agency:** Any department, attached department or any office of the Islamabad Electric Supply Company;

- (xiii) **Suspension.** Administrative action taken for infractions committed by a contractor during the competitive bidding stage, whereby such contractor is prohibited from further participation in the bidding process of an agency.
- (xiv) **Termination of Contract-** Extinction of contract by reason or resolution or rescission under applicable rules/regulations/laws arising from the default of the firms/individuals.

Chapter No.1

1.1 Introduction

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

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

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

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

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

1.2 Extent of Application

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

- iv. Wherever any provision of this mechanism shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of the Statute / Law or rule shall prevail.
- v. After Approval of this mechanism by the competent Authority, it shall be considered an integral part of bidding document/tender document/RFP as well contract agreement/Purchase Order, unless otherwise specified PPRA rule-5. The bidder will submit an Undertaking along-with their bid that they have read and accept the provisions of this Mechanism. Non-submission of an Undertaking may result in rejection of their bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

1.3 Basic Principles of Blacklisting Mechanism

Following are the important basic principles of Blacklisting Mechanism::

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

CHAPTER NO. 2

GROUNDS FOR BLACKLISTING

2.1 General Grounds

The following shall comprise the broad multilateral grounds for blacklisting:

- i. **"Corrupt Practice"** the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- ii. **"Fraudulent Practice"** a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
- iii. **"Collusive Practice"** a scheme of arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels, and
- iv. **"Coercive Practice"** harming or threatening to directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

2.2 Grounds at Competitive Bidding Stage

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

- i. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
- ii. Submission of eligibility requirements containing false information or falsified or spurious documents
- iii. Submission of false/forged/unauthentic Bid Security/Pay Order/CDR or infringement of documents to get undue monetary or any other benefit.
- iv. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids or making frivolous complaints and allegations in order to influence the outcome of eligibility screening or any other stage of the public bidding.

- v. Unauthorized use of one's name, or using the name of another for purpose of public bidding.
- vi. Withdrawal of a bid after submission, or refusal to accept an award, or enter into contract with the government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated/ranked Responsive Bid.
- vii. Refusal or failure to submit the required performance security within the prescribed time limit.
- viii. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- ix. All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to: an eligible contractor not buying bid documents from procuring agency or not complying with the requirements during bid evaluation, and contractors habitually withdraw from bidding for at least three (3) times within a year.
- x. Bidder(s) (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefit(s) of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- xi. Involved in litigation or needless petitioning to influence or obstruct the procurement process either on his own behalf or at the behest of any other vested interest.
- xii. Breach of confidentiality of evaluation process as mentioned in Appendix-I based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.
- xiii. Any effort by the bidder to influence the procuring agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement.

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

2.3 Grounds at Contract Implementation Stage

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

- a. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
- b. Extraordinary delay in signing or refusal to accept the Notification of Award (NOA) and/or the contract without any cogent reason.
- c. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice of Award (NOA).
- d. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment guarantee etc.
- e. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - i. Employment of competent technical personnel, competent engineers and/or work supervisors; and Deployment of committed equipment, facilities, support staff and manpower; and
 - ii. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - iii. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - iv. Renewal of the effective dates of the performance security after its expiration during the course of contract implementation.
- f. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- g. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his

fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract or as under:

- i. Deviations from specifications and terms & conditions of the purchase order/contract.
 - ii. Provision of fake prototype/type test reports
 - iii. Provision of fake inspection call FAT/Type test
 - iv. Failure to rectify the fault/damage/problem during period of warrantee
 - v. Supply of goods through inappropriate way such as smuggling of goods
 - vi. Supply of stolen goods/re-sold goods.
 - vii. Provision of fake /forged custom /taxes /duties documents
- h. For the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance and is liable to be Blacklisted:
- i. Defective design resulting in substantial corrective works in design and/or construction;
 - ii. Failure to deliver critical outputs due to consultant's fault or negligence; and
 - iii. Specifying materials which are inappropriate, substandard, or way above acceptable standards.
 - iv. Allowing defective workmanship or works by the contractor being supervised by the consultant.
 - v. Submitting CV's of key personnel in the prequalifying process or bid documents of professionals that are not in actual employment of the bidder or without consent of experts.
 - vi. Acting together (Contractor & Consultant) in secret toward a fraudulent or illegal end
- i. For the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence. Any of the following acts by the constructor shall be construed as poor performance:

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

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

CHAPTER NO. 3

FORMULATION OF “IESCO STANDING COMMITTEE FOR BLACKLISTING”

3.1 Defining Structure of Committee

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

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

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

3.2 Provision of Additional Member

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

3.3 Timeline for Finalization of Recommendations

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

CHAPTER NO. 4

PROCEDURE FOR SUSPENSION AND BLACKLISTING.

4.1 The Competitive Bidding Stage

4.1.1 Initiation of Action

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

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

4.1.2 Notification

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

- a. Complaint for suspension and blacklisting has been filed against him, or he has been considered by the procuring agency for suspension and blacklisting, stating the grounds for such;
- b. He has the opportunity to explain his position regarding why he should not be suspended and blacklisted;
- c. Hearing shall be conducted before the procuring agency or “IESCO’s Standing Committee for Blacklisting”, upon his request, where he may present documentary evidence, verbal testimony and cross-examine the witnesses presented against him; and
- d. The consequences of being suspended and blacklisted.

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

4.1.3 Hearings

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

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

4.1.4 Decision

The Head of the Procuring Entity shall, within fifteen (15) days from receipt of the resolution and the records of proceedings, determine whether reasonable cause exists for the suspension of the contractor and the forfeiture of the latter's bid security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision regarding its blacklisting and suspending the contractor from participating in any bidding process of the agency, and further declaring that his bid security is forfeited. Otherwise, he shall dismiss the case.

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

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

4.1.5 Notice of Decision

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

4.2 Contract Implementation Stage

4.2.1 Initiation of Action

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

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

4.2.2 Notification

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

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

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

4.2.3 Hearings

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

If no request is made, the procuring agency shall make a determination of the case based on the complaint, answer, documentary evidence submitted and facts verified. If the procuring agency is convinced that the contractor is at fault, it shall issue a resolution recommending for blacklisting with suspension of the contractor from participating in any bidding process of the agency and the forfeiture of his performance security.

4.2.4 Decision

The procuring agency shall, within fifteen (15) days from receipt of the resolution and the records of proceedings, determine whether reasonable cause exists for the suspension of the contractor and the forfeiture of the latter's performance security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision for blacklisting the contractor with suspending the contractor from participating in any bidding process of the agency, and further declaring that his performance security is forfeited. Otherwise, he shall dismiss the case.

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

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

4.2.5 Notice of Decision

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

CHAPTER NO. 5

REVIEW AGAINST DECISION OF THE PROCURING AGENCY

5.1 Filing an Appeal for Review against decision

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

5.2 Constituting Decision Review Committee

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

5.3 Timeline for Deciding the Appeal

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

5.4 Finalization of the Decision

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

CHAPTER NO. 6

APPEAL

6.1 Filing an Appeal with the Authority

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

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

CHAPTER NO. 7

PERIOD OF DEBARMENT

7.1 Period of Debarment for Blacklisted Firms

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

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

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

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

CHAPTER NO. 8

APPRAISAL TO PROCUREMENT COMMITTEE/BOARD OF DIRECTORS

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

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

CHAPTER NO. 9

COMMUNICATION OF NOTIFICATION TO AUTHORITY

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

- 9.1.1** Unless otherwise provided in these policies, the blacklisting agency concerned shall submit to the PPRA /NTDC/WAPDA /DISCOs, within seven (7) calendar days after the issuance of the blacklisting order/delisting orders made by the agency, the following documents:
- a. Blacklisting Order duly signed by the Head of procuring agency containing, among others, Department/Office Order or Board Resolution number, name and address of the blacklisted person/entity, license number, if applicable, project/contract and location/amount, specific ground(s)/offense(s) committed as provided in article-9, sanction imposed and its date of start and completion, date of issuance of the order to blacklist, and other conditions which can extend duration of sanctions in article-9.
 - b. Delisting Order duly signed by the blacklisting agency containing, among others, Department/Office Order or Board Resolution number, name and address of the blacklisted person/entity, name of project/contract and location, specific sanction being lifted and the number of previously issued blacklisting Department/Office Orders or Board Resolutions, effectively date of delisting, and date of delisting approval.
- 9.1.2** The PPRA shall prepare the Consolidated Blacklisting Report every quarter, based on the submitted Blacklisting Orders and disseminate the same to procuring agencies. The report shall be further posted in the PPRA website and shall indicate the number of times a person/entity has been blacklisted, the type of offense/violation committed, the penalty imposed, and the blacklisting agency concerned. The PPRA shall delist from such report those whose sanctions are lifted automatically after serving the given penalty as provided for in article-9 hereof and those whose sanctions are lifted through the issuance of Delisting Orders.
- 9.1.3** In the case of procurement of infrastructure projects, a blacklisting agency should decide to refer the case of its blacklisted person/entity to Pakistan Engineering Council (PEC)/SECP for license suspension/revocation, it shall submit

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

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

9.2 EFFECTIVENESS

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

9.3 AMENDMENTS

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

9.4 DELISTING

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

APPENDIX-1

PROCESS TO DEAL WITH COMPLAINTS

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

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

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

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

NOTE:

It is clarified that the process provided above in Appendix-I is to discourage anonymous and frivolous complaints only and does not mean to prevent any person aggrieved by any act of the procuring agency from lodging a genuine complaint /grievance as provided under Rule-48 of the PPRA Rules-2004.

APPENDIX-2

GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTORS

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



No.

/IESCO/ISB

Dated:

Form for Hearing

Through Registered AD, Courier Service or email or Fax

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

2.

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

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

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

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