Punjab Industrial Estates

Development and Management Company
Government of Punjab

PREQUALIFICATION DOCUMENT

FOR INTERNATIONAL PROCUREMENT OF GAS METERS, REGULATORS, VALVES, EVCS, CLAMPS ETC. AT QUAID-e-AZAM BUSINESS PARK (QABP) & BHALWAL INDUSTRIAL ESTATE (BIE) SEZ-ZONES

IN PUNJAB PROVINCE
PAKISTAN

Contract # : PIE/P&C/Gas-Material/24/44

Punjab Industrial Estates Development & Management Company
(PIEDMC)

November, 2024

LETTER OF INVITATION

The "Punjab Industrial Estates Development and Management Company (PIEDMC)", invites Prequalification Applications in relation to the Project.

Punjab Industrial Estates Development and Management Company (PIEDMC) is a Company setup under section 42 of the companies' ordinance, 1984 (now companies act, 2017). PIEDMC is an autonomous, not to profit entity owned by the Government of Punjab and is run by a Board of Directors (BOD) comprising of private sector industrialists and ex-officio members. PIEDMC has been instrumental in driving the success of industrial development in the province of Punjab. Upon establishment of PIEDMC, Government of the Punjab transferred ownership of Quaid e Azam Industrial Estate, Kot Lakhpat Lahore (565 acres) and Multan Industrial Estate, Multan (1410 acres) which were developed in 1960s and 1970s. These industrial estates were previously managed by Lahore Development Authority and Directorate of Industries, Punjab respectively. of Industries, Punjab respectively.

Punjab Industrial Estates Development and Management Company (PIEDMC) has been committed to build a strong foundation for steady industrial growth by developing fully equipped modern industrial estates in the province. These industrial estates have attracted investments of over Rs. 450 Billion including FDI of US$ 466 million and provided direct employment to over 200,000 persons. PIEDMC plans to launch more industrial parks to expose small and medium industries to latest trends in technology by providing a platform in modern industrial parks. PIEDMC aims to upgrade & develop more chains of industrial estates in Punjab, Pakistan by capitalizing on the existing strengths of our country, introducing new innovative ideas, and incorporating sustainability into our practices.

PIEDMC has decided to supply the gas to its industrial consumers at its own arrangements by laying the internal gas infrastructure within different Special Economic Zones (SEZ's) operated under the umbrella of PIEDMC for the facilitation of its consumers and for effective implementation of One Window Service Centre (OWSC) concept introduced by the Government of Punjab. PIEDMC has approved "Gas Distribution & Sales Policy for its consumers" and "Gas Distribution & Sales License" from the competent Authority i.e OGRA has also been accorded for Quaid-e-Azam Business Park (QABP- SEZ), Sheikhupura & Bhalwal Industrial Estate (BIE- SEZ), Sargodha to ensure the smooth and effective supply of gas to its customers. Gas supply has been initiated from 23.07.2023 at Bhalwal Industrial Estate (BIE- SEZ), Sargodha and 08.09.2023 at Quiad-e-Azam Business Park (QABP- SEZ), Sheikhupura.

In light of the same, the PIEDMC intends to engage a private party for the purposes of procurement and supply of gas meters, EVCs, MS pipes, valves, clamps, regulators etc. required for the supply of gas to its industrial consumers. For details in relation to the Project background and specifications, please refer to **ANNEXURE B – PROJECT INFORMATION** of this Prequalification Document.

In terms of the Procurement Rules, prequalification of Applicants shall be based on their capabilities, competence, and resources that are relevant to the Project, taking into account the factors set out in this Prequalification Document.

It is mandatory that the Prequalification Applications be prepared using the standard formats provided in Section 9 (*Application Forms*) of this Prequalification Document accompanied with any other document required pursuant to this Prequalification Document. The Prequalification Applications that are not prepared on the prescribed format may not be considered by the Punjab Industrial Estates

Development and Management Company. In the event any information required in the prescribed forms is found missing, or written elsewhere, no credit will be given during evaluation and may lead to rejection of the Prequalification Application. The Prequalification Applications must be delivered at the address given in the Data Sheet by not later than the Submission Deadline.

The Prequalification Applications will be opened (As per EPAD advertisement). Only the Prequalified Applicants shall be invited to participate in the Bidding Process to be conducted for the Project. Subject to the provisions of the Punjab Procurement Rules-2014, the Punjab Industrial Estates Development and Management Company reserves the right to cancel the prequalification process at any time.

The Applicants may obtain further information in relation to the Project and acquire this Prequalification Document either:

(a) physically, by submitting a written request; or

(b) electronically, by sending an email

to the address/email, given below on a Business Day during office hours at least five (05) Business Days prior to the Submission Deadline, in each case specifying its full name, address and contact details. This Prequalification Document can be downloaded from the websites of PPRA, and Punjab Industrial Estates Development and Management Company.

Subject to section 3.1.1 of this Prequalification Document, in the event this Prequalification Document is downloaded from any of the aforementioned website(s), the Applicant will be required to intimate Punjab Industrial Estates Development and Management Company in writing through a letter or via email, enclosed with its full name, address and contact details on the following details:

DESIGNATION:	Chief Executive Officer
ADDRESS:	PIEDMC Commercial Area (North) Sunder Industrial Estate, Raiwind Road Lahore, Pakistan
PHONE NO.:	+92-42-35297203-5 +92-42-111743743 +92-42-35297207
EMAIL:	info@pie.com.pk
PIEDMC WEBSITE:	https://www.pie.com.pk/
PPRA WEBSITE:	https://ppra.punjab.gov.pk/

IMPORTANT NOTICE

This Prequalification Document is issued by the Punjab Industrial Estates Development and Management Company (PIEDMC) *and is provided to the recipient solely for use in preparing and submitting Prequalification Applications.*

The Prequalification Applications shall be submitted by Applicants upon the full understanding and agreement of all terms and conditions of this Prequalification Document and such submission shall be deemed as an acceptance to all the terms and conditions stated in this Prequalification Document.

Neither the PIEDMC nor its consultants, advisors, employees, personnel or agents, make any representations (express or implied) or warranties as to the accuracy or completeness of the information contained in this Prequalification Document, or in any other document made available to a person in connection with the prequalification process for the Project; and the same shall have no liability for this Prequalification Document or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither the PIEDMC, nor its consultants, advisors, employees, personnel or agents will be liable to reimburse or compensate any recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Prequalification Document or otherwise in connection with the Project.

This Prequalification Document shall neither constitute a solicitation to invest, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the PIEDMC that the Project will be awarded. The PIEDMC reserves the right, in its full discretion, to modify this Prequalification Document and/or the Project requirements at any time to the fullest extent permitted by Applicable Laws and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

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GLOSSARY

Unless otherwise specified /defined herein, all capitalized terms used in this Prequalification Document shall bear the meanings set out below. References to any law, rule or regulation shall include any amendments, modifications or any re-enactment thereof.

TERM	DEFINITION
AFFILIATE	With respect to an Applicant, means: (a) any company controlling, controlled by or under common control with such person; (b) any director, senior executive or manager either of such person or of any company referred to in paragraph (a) above; (c) any consultant, agent or representative supporting such person in connection with the Project (including the prequalification and/or Bidding Process for the Project); and/or (d) any person with an aggregate ultimate beneficial interest in at least five percent (5%) of the share capital or ownership interest in such person (howsoever held).
APPLICABLE LAWS	All applicable federal, provincial and local laws, promulgated or brought into force and effect in Pakistan, as the case may be, including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Prequalification Document.
APPLICANT	A firm/company (original equipment manufacturer) of offered items that has submitted a Prequalification Application in response to this Prequalification Document.
AUTHORIZED REPRESENTATIVE	A person designated by: (a) the Applicant; or (b) in case the Applicant is a foreign entity, the Local Authorized Dealer on behalf of the Applicant, empowered through a legally issued power of attorney in the form prescribed in **FORM B – POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS**, to handle all Project-related matters with the Procuring Agency, whether arising under, out of, or in connection to the Project.

BASIC ELIGIBILITY CRITERIA	The set of requirements and/or conditions, provided therein **ANNEXURE A – BASIC ELIGIBILITY CRITERIA**, that Applicants must meet as a prerequisite for further consideration or evaluation in the Bidding Process.
BIDDING PROCESS	The international open competitive bidding process to be conducted in accordance with the Procurement Rules by the Procuring Agency for the award of the Project.
BUSINESS DAYS	A day (other than Saturday, Sunday or a gazetted holiday) on which banks in Pakistan are generally open for business.
CONFLICT OF INTEREST	A situation in which a party/Applicant has interests that could improperly influence that party/Applicant's performance of official duties or responsibilities, contractual obligations, or compliance with Applicable Laws and regulations or in the event an Applicant participated in more than one (1) application in the prequalification process, either individually or is an Affiliate of the Procuring Agency or any of its advisors.
CORRUPT & FRAUDULENT PRACTICE	Either one or any combination of the practices given below: (a) "*coercive practice*" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; (b) "*collusive practice*" means any arrangement between two (2) or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Procuring Agency to establish prices at artificial, non-competitive levels for any wrongful gain; (c) "*corrupt practice*" means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the acts of another party for wrongful gain; (d) "*fraudulent practice*" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (e) "*obstructive practice*" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering, or concealing evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from

	pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.
DATA SHEET	The data sheet provided in Section 8 (*Data Sheet*) of this Prequalification Document.
PIEDMC	Punjab Industrial Estates Management & Development Company, Government of Punjab, Pakistan
ELIGIBLE COUNTRY	All countries of the world with whom the Islamic Republic of Pakistan has commercial/trade relations and those who are not subject to sanctions imposed by the United Nations Security Council.
LETTER OF INVITATION	The communication extended by the Procuring Agency, as provided on page 2 of this Prequalification Document, to invite Applicants to participate in the prequalification process in accordance with this Prequalification Document.
LOCAL AUTHORIZED DEALER	In case of an Applicant being a foreign entity, a firm/company designated by the Applicant (duly authorized in accordance with this Prequalification Document) to handle all Project-related matters with the Procuring Agency, whether arising under, out of, or in connection to the Project.
PKR	Pakistani Rupees, the lawful currency of the Islamic Republic of Pakistan.
PROCURING AGENCY	Punjab Industrial Estate Development and Management Company (PIEDMC), a wholly owned company of the Government of Punjab, established in 2003, under section 42 of the Companies' ordinance, 1984 (now companies act, 2017).
PPRA	The Punjab Procurement Regulatory Authority, Government Of Punjab established under the PPRA Act.
PPRA ACT	The Punjab Procurement Regulatory Authority Act, 2009 ((VIII of 2009).
PROJECT	Procurement of Gas Meters, EVCs, Clamps, Regulators, Valves, etc for Quaid-e-Azam Business Park (QABP), District Sheikhupura and Bhalwal Industrial Estate, District Sargodha.
PREQUALIFICATION APPLICATION	The prequalification application, including all documents, submitted by an Applicant in response to this Prequalification Document.
PREQUALIFICATION DOCUMENT	This prequalification document issued by the Procuring Agency for the prequalification of Applicants for the Project.
PREQUALIFIED APPLICANTS	All Applicants whose Prequalification Applications have been determined to be responsive by meeting the Basic Eligibility Criteria set out under **ANNEXURE A – BASIC ELIGIBILITY CRITERIA** of this Prequalification Document.

PROCUREMENT RULES	The Punjab Procurement Rules, 2014 (as amended thereof).
SUBMISSION DEADLINE	The last date for submission of Prequalification Applications as specified in the Data Sheet.
SUB-SUPPLIER	A secondary entity being a company and/or manufacturer that shall provide goods or components to the Applicant as listed in **FORM G – LIST OF SUB-SUPPLIERS.**
MANUFACTURING & SUPPLY CONTRACT	The contract including all schedules attached thereto (in the form attached in the bidding documents in relation to the Project) to be entered into by and between the Procuring Agency and the successful bidder following conclusion of the international competitive bidding process and subsequently, the issuance of letter of award/award of contract.
USD	United States Dollars, the lawful currency of the United States of America.

1. INTRODUCTION TO THE PROJECT

1.1. INTRODUCTION

1.1.1. With the growing demand of the industry, PIEDMC is trying to grasp new opportunities and implement new strategies to develop state of the art modern Industrial Estates. As a progressive, learning-centric development company all mandatory amenities to the industrialists in a promised time by one window operations are being provided. PIEDMC aims to upgrade & develop more chains of industrial estates in Punjab, Pakistan by capitalizing on the existing strengths of our country, introducing new innovative ideas, and incorporating sustainability into our practices.

1.1.2. PIEDMC has decided to supply gas to its industrial consumers at its own arrangements by laying the internal gas infrastructure within different Special Economic Zones (SEZ's) operated under the umbrella of PIEDMC for the facilitation of its consumers and for effective implementation of One Window Service Centre (OWSC) concept introduced by the Government of Punjab.

1.1.3. PIEDMC intends to engage a private party for the purposes of procurement and supply of gas meters, EVCs, MS pipes, valves, clamps and regulators etc. required for the supply of gas to its industrial consumers.

1.1.4. This initiative aims to enhance the capability of PIEDMC to cater its needs independently in the times to come. In alignment with this objective, the Procuring Agency intends to prequalify the international parties for procuring gas meters, EVCs, valves, MS pipes, clamps and regulators etc.

1.1.5. For details in relation to Project background and service details, please refer to **ANNEXURE B – PROJECT INFORMATION**.

1.2. OVERVIEW OF THE PROCUREMENT PROCESS

1.2.1. The prequalification process being conducted pursuant to this Prequalification Document, and the subsequent Bidding Process, each in relation to the Project, shall be conducted pursuant to the Procurement Rules, read with the PPRA Act.

- **PREQUALIFICATION**

  At the prequalification stage, the Applicants will submit their Prequalification Applications to demonstrate their financial and technical capabilities, competence, and resources that are relevant to the Project, taking into account the requirements specified in this Prequalification Document.

- **INTERNATIONAL COMPETITIVE BIDDING**

  Only Prequalified Applicants will proceed to the Bidding Process. During the bidding stage, in accordance with the Procurement Rules, the "**SINGLE-STAGE ONO ENVELOPE BIDDING PROCESS"** will be adopted. A bidder determined to be the '**LOWEST EVALUATED BIDDER**' as per the requirements of the bidding documents and fulfilment of any and all codal formalities, shall be awarded the Project.

1.2.2. During the prequalification stage, the Procuring Agency shall determine the responsiveness of the Prequalification Applications to the requirements (including the Basic Eligibility Criteria) under this Prequalification Document. The Prequalified Applicants shall be invited to participate in the Bidding Process for the Project.

1.3. INDICATIVE SCHEDULE

The indicative timelines in relation to the competitive selection process for the Project (as may be amended by the Procuring Agency in its discretion) are as follows:

ACTIVITY	DATE (TENTATIVE)*
ISSUANCE OF PREQUALIFICATION DOCUMENT	(As per EPAD advertisement)
PREQUALIFICATION APPLICATION SUBMISSION	(As per EPAD advertisement)
ANNOUNCEMENT OF PREQUALIFIED APPLICANTS	Will be notified after evaluation

** In the event of any public holiday occurring on the above-mentioned dates, the immediately succeeding Business Day will be considered as the day on which the respective milestone shall take place.*

2. ELIGIBLE APPLICANTS

2.1. GENERAL REQUIREMENTS

2.1.1. The Prequalification Application shall be submitted by an Applicant.

2.1.2. An Applicant (and in case of a foreign entity, including its Local Authorized Dealer) shall not have a Conflict of Interest. All Applicants (and in case of a foreign entity, including its Local Authorized Dealer) found to have a Conflict of Interest shall be disqualified. The Procuring Agency will take appropriate actions to manage such Conflict f Interest which may include rejecting the Prequalification Application in the event the Procuring Agency determines, in its sole discretion, that a Conflict Of Interest may affect the integrity of the prequalification process being conducted under this Prequalification Document.

2.1.3. An Applicant (and in case of a foreign entity, including its Local Authorized Dealer) which has been declared ineligible or has been blacklisted by any of its employers, any Federal or Provincial governmental or non-governmental department / agency in Pakistan, or any other provincial government / governments of any foreign countries or their governmental bodies and / or International Organizations (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.) at the Submission Deadline or thereafter, shall not be considered.

2.1.4. In order to demonstrate their eligibility to participate in this prequalification process, the Applicants are required to submit all information / documentation required under the Basic Eligibility Criteria (as provided therein **ANNEXURE A – BASIC ELIGIBILITY CRITERIA**).

2.1.5. Each Applicant shall indemnify the Procuring Agency, its Affiliates and its consultants, advisors, employees, personnel or agents fully in respect of any damage, cost, penalty or expense of any kind incurred by such person arising from an Applicant's mis-representation, breach of its obligations referred to above and other obligations under this Prequalification Document.

2.1.6. During the prequalification process, the Applicants shall be required to provide details of the Sub-Suppliers (in accordance with **FORM G – LIST OF SUB-SUPPLIERS**) that they intend to engage for the purposes of the Project.

2.1.7. In case the Applicant is a foreign entity, the Applicant shall be required to provide details of its Local Authorized Dealer to be deployed in Pakistan in accordance with **FORM C – BASIC INFORMATION FORM,** along with an undertaking by the Applicant, as set out in **ANNEXURE C – UNDERTAKING**, with respect to the appointment of its Local Authorized Dealer in Pakistan.

2.1.8. Following prequalification and until signing of the Contract, any change in the Local Authorized Dealer by the Prequalified Applicant shall be subject to:

(i) the prior written consent of the Procuring Agency; and

(ii) such Local Authorized Dealer (following any change) continues to fulfill the requirements under this Prequalification Document and/or the bidding documents.

3. PREQUALIFICATION DOCUMENT

3.1. COMPLETENESS OF PREQUALIFICATION DOCUMENT

3.1.1. The Procuring Agency shall not be responsible for the completeness of this Prequalification Document and its addenda (if any), in the event the same have not been obtained directly from the source(s) or stated by the Procuring Agency in the Letter of Invitation.

3.1.2. The Applicant is expected to examine all instructions, forms, and terms in this Prequalification Document and to furnish all information or documentation required in this Prequalification Document.

3.2. CLARIFICATIONS OF PREQUALIFICATION DOCUMENT

3.2.1. A prospective Applicant requiring any clarification pertaining to this Prequalification Document shall contact the Procuring Agency in writing, at the Procuring Agency's address or through email provided in the Data Sheet. The Procuring Agency will respond in writing to any request for clarification provided that such request is received no later than seven (07) Business Days prior to the Submission Deadline. The response shall be uploaded on the websites of the Procuring Agency, PPRA and the PIEDMC including a description of the inquiry but without identifying its source.

3.2.2. In the event the Procuring Agency deems it necessary to amend this Prequalification Document as a result of a request for clarification, it shall do so following the procedure under Sub-section 3.3 (*Amendment of Prequalification Document*) of this Prequalification Document.

3.3. AMENDMENT OF PREQUALIFICATION DOCUMENT

3.3.1. At any time prior to the Submission Deadline, the Procuring Agency may (in its sole discretion) amend this Prequalification Document by issuing an addendum.

3.3.2. Any addendum issued by the Procuring Agency shall form part of this Prequalification Document and shall be published on the respective websites of the Procuring Agency, PPRA and the PIEDMC. In relation to the publication of such addendum(s), the Procuring Agency shall advertise the same in newspapers in accordance with the requirements of the Procurement Rules.

3.3.3. The Procuring Agency may, at its discretion, extend the Submission Deadline in accordance with Sub-Section 5.2.4, in the event it considers that as a result of issuance of any addendum(s), additional time will be required by the Applicants for preparation of their Prequalification Applications.

4. PREPARATION OF PREQUALIFICATION APPLICATIONS

4.1. PREQUALIFICATION APPLICATION COSTS

4.1.1. The Applicants shall bear all costs associated with the preparation and submission of their Prequalification Applications, including, without limitation, all costs and expenses relating to the preparation of responses to any clarifications sought by the Procuring Agency in accordance with Section 6.1 (*Clarification of Prequalification Applications*). The Procuring Agency shall in **NO CASE** be responsible or liable for such costs, regardless of the conduct or outcome of the prequalification process.

4.2. LANGUAGE OF THE PREQUALIFICATION APPLICATION

4.2.1. The Prequalification Application, and all correspondences and documents related to the prequalification between the Applicant and the Procuring Agency shall be in the English language. In case any document/information furnished by the Applicant is in a language other than English, it will need to be accompanied by an English translation (duly notarized by a Notary Public and attested by Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin) of its pertinent passages for the purposes of interpretation and evaluation of the Prequalification Application by the Procuring Agency. In case of any discrepancy, the English translation shall prevail.

4.3. DOCUMENTS TO BE SUBMITTED WITH THE PREQUALIFICATION APPLICATION

4.3.1. The Prequalification Application shall comprise the following:

(i) Prequalification Application Form, using the format attached as **FORM A – PREQUALIFICATION APPLICATION FORM**;

(ii) in the event the Applicant is a foreign entity, provide an authorization certificate indicating the appointment of the Local Authorized Dealer to represent the Applicant in connection with the Project; provided that the authorization certificate is accompanied by proof/evidence demonstrating that the individual issuing such authorization certificate is a legally authorized officer of the Applicant. Further provided, that in the event such authorization certificate furnished by the Applicant is in a language other than English, it will need to be accompanied by an English translation (duly notarized by a Notary Public and attested by Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin);

(iii) authorization in the form of power of attorney:

(A) by the Applicant; or

(B) in case the Applicant is a foreign entity, on behalf of the Applicant by the Local Authorized Dealer, authorizing its representative to sign the relevant documents as per the requirements of this Prequalification Document, on its behalf, in the format attached as **FORM B – POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS** of this Prequalification Document;

(iv) all information and documentation as per the evaluation and qualification criteria set out in the Basic Eligibility Criteria (as provided therein **ANNEXURE A – BASIC ELIGIBILITY CRITERIA**);

(v) Basic Information (including details of the Local Authorized Dealer)[1], using the format attached as **FORM C – BASIC INFORMATION FORM**;

(vi) documentary evidence establishing the Applicant's eligibility for prequalification as per the formats attached in **SECTION 9 – APPLICATION FORMS**; and

(vii) any other information, as required under this Prequalification Document.

4.4. MANNER OF SIGNING OF PREQUALIFICATION APPLICATION

4.4.1. The Applicants shall prepare one (01) original hard copy of the documents comprising the Prequalification Application and clearly mark it as "**ORIGINAL**". The original of the Prequalification Application shall be typed or written in permanent ink and shall be signed by a person duly authorized to sign on behalf of an Applicant.

4.4.2. Applicants shall submit three (03) hard copies of the signed original Prequalification Application, and clearly mark them as "**COPY**". In the event of any discrepancy between the original and the copies, the original shall prevail.

4.4.3. One (01) soft copy (through a USB) of the complete Prequalification Application and all other supporting documents should also be provided, and the soft copy (through a USB) should be marked as "**ELECTRONIC COPY**". In the event of any discrepancy between the hard copy and the soft copy, the original hard copy of the Prequalification Application shall prevail. The USB shall include Applicant's name and the Project shall be identified in the label or adhesive. The soft copy shall contain an index, and links, to the documents therein which shall be in PDF or MS Office format. All files shall be fully searchable to the extent possible. All file names shall be self-explanatory.

4.4.4. Any interlineations, deletions, or overwriting in any document forming part of the Prequalification Application shall be valid only if they are signed or initialed by the authorized representative signing the Prequalification Application.

[1] Only relevant in case the Applicant is a foreign entity.

5. SUBMISSION AND OPENING OF PREQUALIFICATION APPLICATIONS

5.1. SEALING, MARKING AND SUBMISSION OF PREQUALIFICATION APPLICATIONS

5.1.1. The Applicant shall enclose the original and the copies of the Prequalification Application in a sealed envelope which shall bear the name and address of the Applicant; and be addressed to "**CHIEF EXECUTIVE OFFICER**, **PIEDMC**" with the name of the Project.

5.1.2. In the event the envelope is not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement of the Prequalification Application, or any documents forming part thereof.

5.1.3. Prequalification Applications shall be submitted by the Applicants though EPAD portal or (if applicable):

(a) through courier / express mail, provided that the Applicant shall ensure that the Prequalification Application is received; or

(b) by hand,

at the address indicated in the Data Sheet prior to the Submission Deadline.

5.2. DEADLINE FOR SUBMISSION

5.2.1. The Prequalification Applications must be received by the Procuring Agency not later than the Submission Deadline.

5.2.2. No arrangements shall be made by the Procuring Agency with Applicants for collection of the Prequalification Applications from any delivery point. Applicants shall bear all expenses incurred in the preparation and delivery of the Prequalification Applications. No claims for refund of any expense shall be entertained.

5.2.3. Where delivery of the Prequalification Application is by courier / express mail and an Applicant wishes to receive an acknowledgment of **receipt** of such Prequalification Application, the Applicant shall make a request for such acknowledgment in a separate letter attached to (but not included in) the sealed Prequalification Application.

5.2.4. The Procuring Agency may, at its discretion, extend the Submission Deadline by issuing an addendum in accordance with Sub-section 3.3 (*Amendment of Prequalification Document*), in which case all rights and obligations of the Procuring Agency and the Applicants previously subject to the earlier Submission Deadline shall thereafter be subject to the extended Submission Deadline.

5.2.5. The Procuring Agency shall not consider any Prequalification Application that arrives after the Submission Deadline. Any Prequalification Application or any document received by the Procuring Agency after the Submission Deadline shall be declared late and rejected, and shall be returned unopened to the Applicant.

5.3. OPENING OF PREQUALIFICATION APPLICATIONS

5.3.1. The Prequalification Applications will be opened on the same day as the Submission Deadline at (As per EPAD advertisement), at the address provided in the Data Sheet in the presence of the representatives of the Applicants who choose to attend.

5.3.2. The Procuring Agency shall prepare a record of the opening of the Prequalification Applications that shall include, as a minimum, the name of the Applicant. Furthermore, details of the Prequalification Applications will be hosted on relevant websites and the same shall be acknowledged through email, by the Procuring Agency, on the relevant email addresses provided by the Applicants in their respective Prequalification Applications.

6. EVALUATION OF PREQUALIFICATION APPLICATIONS

6.1. CLARIFICATION OF PREQUALIFICATION APPLICATIONS

6.1.1. To assist in the evaluation of Prequalification Applications, the Procuring Agency may, at any stage during the course of the prequalification process, request an Applicant, in writing, for additional information or supporting documentation (in accordance with the Procurement Rules) in respect of any matter associated with the documentation submitted by the Applicant forming part of its Prequalification Application.

6.1.2. In the event an Applicant fails to provide clarifications for the information requested by the Procuring Agency through a clarification request (specifying a date and time of response), the Applicant's Prequalification Application shall be evaluated by the Procuring Agency based on the provided information and the same may be subject to rejection.

6.2. EVALUATION OF PREQUALIFICATION APPLICATIONS

6.2.1. The Procuring Agency shall use the criteria and methods set out in the Basic Eligibility Criteria (as provided therein **ANNEXURE A – BASIC ELIGIBILITY CRITERIA**) to evaluate the qualifications and competence of the Applicants. Evaluation of Prequalification Applications shall be based on a "**PASS/FAIL**" basis.

6.2.2. All Applicants whose Prequalification Applications have been determined to be responsive to the requirements set out under the Basic Eligibility Criteria of this Prequalification Document shall be termed as "**PREQUALIFIED**".

6.2.3. During the Bidding Process, the relevant bidders will be required to comply with the requirements set out in the bidding documents.

6.3. RESPONSIVENESS OF PREQUALIFICATION APPLICATIONS

6.3.1. The Procuring Agency may reject/fail any Prequalification Application which is not responsive to the requirements set out under the Basic Eligibility Criteria of this Prequalification Document.

6.3.2. The Procuring Agency reserves the right to waive or seek rectification of any minor deviations/omission in the Prequalification Applications, in the event the Procuring Agency considers that such deviations/omissions do not materially affect the capability of an Applicant to perform the works and services in relation to the Project.

6.4. NOTICE OF PREQUALIFICATION

6.4.1. Once the Procuring Agency has completed the evaluation of the Prequalification Applications, it shall announce the prequalification evaluation results in the form of a report by publishing it on the websites of the Procuring Agency, PPRA and the PIEDMC and intimating the same (in writing) to all Applicants.

6.4.2. After notification of results of the prequalification, the Procuring Agency shall issue bidding documents to all the Prequalified Applicants.

6.5. ACCEPTANCE OR REJECTION OF PREQUALIFICATION APPLICATIONS

6.5.1. The Procuring Agency (in its sole discretion) reserves the right to annul the prequalification process and reject all Prequalification Applications at any time (in accordance with the Procurement Rules), without thereby incurring any liability to the Applicants.

7. OTHER CONSIDERATIONS

7.1. CONFIDENTIALITY

7.1.1. All information provided by the Procuring Agency in connection with this Prequalification Document, shall be treated as confidential and the Applicants shall not, without the prior written consent of the Procuring Agency, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law).

7.2. CORRUPT AND FRAUDULENT PRACTICES

7.2.1. The Procuring Agency will reject a Prequalification Application in the event the Procuring Agency determines that an Applicant has, directly or through an agent, engaged in Corrupt & Fraudulent Practices or other integrity violations during the prequalification process and/or shall declare such Applicant ineligible, either indefinitely or for a stated period of time, to engage with the Procuring Agency and its Affiliates.

DESIGNATION:	Chief Executive Officer
ADDRESS:	PIEDMC Commercial Area (North) Sunder Industrial Estate, Raiwind Road Lahore, Pakistan
PHONE NO.:	+92-42-35297203-5 +92-42-111743743 +92-42-35297207
EMAIL:	info@pie.com.pk
PIEDMC WEBSITE:	https://www.pie.com.pk/
PPRA WEBSITE:	https://ppra.punjab.gov.pk/

8. DATA SHEET

8.1. DATA SHEET

8.1.1. The following specific data shall supplement the provisions in this Prequalification Document.

DATA SHEET FOR THE PROJECT		
1.	**PROJECT NAME**	**PREQUALIFICATION OF INTERNATIONAL VENDORS/ MANUFACTURERS FOR PROCUREMENT OF GAS METERS, EVCS, CLAMPS, VALVES REGULATORS ETC.**
2.	**ADDRESS FOR SEEKING CLARIFICATIONS ON THE PREQUALIFICATION DOCUMENT**	**DESIGNATION:** Chief Executive Officer **ADDRESS:** PIEDMC Commercial Area (North) Sunder Industrial Estate, Raiwind Road Lahore, Pakistan **PHONE NO.:** +92-42-111-743743 +92-42-935297203-5 +92-42-35297207 *Requests For Clarifications To Be Sent To The Following Email Addresses*: info@pie.com.pk *Subject of Email To Be*: Clarification of Prequalification Documents for the project titled "International vendors/ manufacturers for procurement of gas meters, EVCs, clamps, MS pipes, valves, regulators etc.
3.	**ADDRESS FOR SUBMISSION OF PREQUALIFICATION APPLICATIONS**	PIEDMC Commercial Area (North) Sunder Industrial Estate, Raiwind Road Lahore, Pakistan
4.	**ADDRESS FOR OPENING OF PREQUALIFICATION APPLICATIONS**	PIEDMC Commercial Area (North) Sunder Industrial Estate, Raiwind Road Lahore, Pakistan
5.	**SUBMISSION DEADLINE**	(As per EPAD advertisement)
6.	**OPENING OF THE PREQUALIFICATION APPLICATIONS**	As per EPAD or Thirty (30) minutes following the Submission Deadline in the presence of the Applicants choosing to attend.

9. APPLICATION FORMS

9.1. APPLICATION FORM

9.1.1. Applicants shall submit the following forms in relation to the Prequalification Application, as per the formats provided below:

FORM A	PREQUALIFICATION APPLICATION FORM
FORM B	POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS
FORM C	BASIC INFORMATION FORM
FORM D	FORMAT OF AFFIDAVIT
FORM E	LITIGATION HISTORY
FORM F	FINANCIAL QUALIFICATION CRITERIA
FORM G	LIST OF SUB-SUPPLIERS

FORM A – PREQUALIFICATION APPLICATION FORM

TO: **DATED: [•]**

CHIEF EXECUTIVE OFFICER,
THE PUNJAB INDUSTRIAL ESTATE DEVELOPMENT
AND MANAGEMENT COMPANY

PIEDMC Commercial Area (North)
Sunder Industrial Estate, Raiwind Road
Lahore, Pakistan.

RE: **INTERNATIONAL VENDORS / MANUFACTURERS FOR THE PROCUREMENT OF GAS METERS, EVCs, VALVES, CLAMPS AND REGULATORS** (the "**Project**").

Dear [Sir/Madam],

With reference to the prequalification document issued on [•], by the **PUNJAB INDUSTRIAL ESTATE DEVELOPMENT AND MANAGEMENT COMPANY (PIEDMC)** (the "**Procuring Agency**"), (the "**Prequalification Document**") in relation to the Project, we, [*name of the applicant*] hereby submit our Prequalification Application in conformity with the Prequalification Document and request to be considered for prequalification for the Project.

All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the Prequalification Document.

We, undertake and declare that:

(a) We have examined and have no reservations to the Prequalification Document, including Addenda No(s)[•].

(b) We fully and completely understand and accept the terms of the Prequalification Document and hereby undertake to comply with the requirements specified therein.

(c) We, [including our Local Authorized Dealer][2], as per the requirements of the Prequalification Document:

  (i) have nationalities of Eligible Countries;

  (ii) do not have any Conflict of Interest; and

  (iii) have not been declared ineligible/blacklisted by any of our employers, by any Federal or Provincial governmental or non-governmental department/agency in Pakistan, [or any other provincial government/governments of any foreign countries or their governmental bodies and/or International Organizations (e.g., World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.)], as at the Submission Deadline.

[2] Only relevant in case the Applicant is a foreign entity.

(d) Neither we, nor [our Local Authorized Dealer and][3] any Affiliate:
   (i) are included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of April 09, 2010 (www.crossdebarment.org);
   OR
   (ii) are included on any sanctions lists promulgated by the United Nations Security Council or its Committees, or any other recognized international sanctions list,

(e) We understand that the Procuring Agency may cancel the prequalification process at any time and that the Procuring Agency is not bound either to accept any Prequalification Application that it may receive or to invite the Prequalified Applicants to bid for the Project, without incurring any liability to the Applicants.

(f) We agree to permit the Procuring Agency, and any persons, representatives or auditors appointed and authorized by the Procuring Agency to inspect and audit our accounts, records and other documents relating to our Prequalification Application for prequalification.

(g) All the information submitted along with our Prequalification Application, including the enclosed forms and documents, is accurate in all respects.

(h) We accept the right of the Procuring Agency to:

   (i) request additional information reasonably required to assess the Prequalification Application;
   (ii) amend the procedures and requirements or make clarifications thereof; and/or
   (iii) extend or amend the timelines as stipulated in the Prequalification Document.

(i) All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Procuring Agency by us or on our behalf, in connection with or arising out of the Prequalification Application are true, complete and accurate in all respects.

(j) We have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Prequalification Application.

[*Name of Applicant*] hereby designates [*insert name*] as its representative to receive notices in respect of the prequalification and the tender at the following address, telephone and facsimile numbers:

[3] Only relevant in case the Applicant is a foreign entity.

NAME: [•]

IN THE CAPACITY OF: [•]

SIGNED: [•]

……………………………………..
(**SEAL**)

Duly authorized to sign the Prequalification Application for and on behalf of (*Name of Applicant*)

DATE: [•]

FORM B – POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENT

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *To be executed by each Applicant authorizing the relevant attorney to sign the required documents on its behalf. In the event the Applicant is a foreign entity, to be executed by the Local Authorized Dealer authorizing the relevant attorney to sign the required documents on behalf the Applicant.*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

- *This Power of Attorney shall be subject to a stamp duty of PKR [•]/- and notarized with the Notary Public of the country of origin.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be attested/legalized by the Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan and notarized in the jurisdiction where the Power of Attorney is being issued.*

KNOW ALL MEN BY THESE PRESENTS, We, [•] (*name of the entity and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. [•] (*name*), son / daughter / wife of [•] holding [CNIC / Passport] Number [•] and presently residing at [•], who is presently employed with us and holding the position of [•], as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the requirements of the prequalification document issued on [*insert date of issuance of the prequalification document*] (the "**Prequalification Document**") by "**THE PUNJAB INDUSTRIAL ESTATE DEVELOPMENT AND MANAGEMENT COMPANY (PIEDMC)**" (the "**Procuring Agency**") in relation to project titled "**INDUCTION OF ECO- FRIENDLY BUSES IN CITIES OF PUNJAB**" (the "**Project**"), including but not limited to signing and submission of all documents and providing information/responses to the Procuring Agency, representing us in all matters before the Procuring Agency, and generally dealing with the Procuring Agency in all matters in connection with our Prequalification Application for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by the Attorney shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,______________________, HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS_________DAY OF ______________, 20______.

For & On Behalf of:

____
(*name of the entity*)

By Its Duly Authorized Signatory

....
(Signature)
(Name, Title and Address)

WITNESS NO. 1	**WITNESS NO. 2**
Signature:	Signature:
Name:	Name:
Address:	Address:
CNIC/Passport No.:	CNIC/Passport No.:

SIGNATURE OF ATTORNEY

[*Notarized*]

....
(Signature)
(Name, Title and Address of the Attorney)

FORM C – BASIC INFORMATION FORM

1. **APPLICANT'S INFORMATION:**

Name: [•]

Type: (Corporation, Partnership, etc.): [•]

Incorporation No: [•]

Address of Principal Office: [•]

Telephone Number: [•]

Fax Number: [•]

E-mail Address: [•]

Primary Areas Of Business: [•]

Shareholder Certificate (Attach Separately if applicable)

2. **LOCAL AUTHORIZED DEALER'S INFORMATION[4]:**

Name: [•]

Type: (Corporation, Partnership, etc.): [•]

Incorporation No.: [•]

Address Of Principal Office: [•]

Telephone Number: [•]

Fax Number: [•]

E-mail Address: [•]

Primary Areas Of Business: [•]

[4] Only relevant in case the Applicant is a foreign entity.

FORM D – FORMAT OF AFFIDAVIT

NOTES FOR EXECUTION OF AFFIDAVIT

- *The mode of execution of the affidavit should be in accordance with the procedure, if any, laid down under Applicable Laws and the same should be under common seal affixed in accordance with the required procedure.*
- *The affidavit is to be executed on a stamp paper of PKR [•]/-.*
- *Also, the Applicant should submit for verification a resolution / power of attorney in favor of the person executing this affidavit for and on behalf of the Applicant.*
- *This affidavit shall be notarized with the notary public and certified by the Oath Commissioner.*
- *For an affidavit executed and issued overseas, the document will also have to be attested/legalized by the Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan and notarized in the jurisdiction where the affidavit is being issued.*
- *To be submitted by each Applicant.*

Please find below the form and substance of the affidavit.

AFFIDAVIT

(this "**Affidavit**")

TO:
CHIEF EXECUTIVE OFFICER,
THE PUNJAB INDUSTRIAL ESTATE DEVELOPMENT
AND MANAGEMENT COMPANY

PIEDMC Commercial Area (North)
Sunder Industrial Estate, Raiwind Road
Lahore, Pakistan.

DATED:
[•]

With reference to the prequalification document issued on [*insert date of issuance of the prequalification document*], by the "**PUNJAB INDUSTRIAL ESTATE DEVELOPMENT AND MANAGEMENT COMPANY (PIEDMC)"** (the "**Procuring Agency**"), (the "**Prequalification Document**") in relation to the project titled "**PRE QUALIFICATION OF INTERNATIONAL VENDORS / MANUFACTURERS FOR PROCUREMENT OF GAS METERS, EVCs, CLAMPS, VALVES, MS PIPES AND REGULATOR"** (the "**Project**").

(1) I, [*in case of company, insert name of the authorized person and its designation*] of [*insert name of company*] / [*in case of sole proprietor, insert name of sole proprietor and its CNIC or Passport No.*] of [*insert name of sole proprietorship, if any*] / [*in case of partnership, insert name of authorized person and its CNIC or Passport No.*] of [*insert name of partnership, if any*] (the "**Entity**"), a [*in case of company / partnership, insert nature of company / partnership (if any)*] duly organized and existing under the laws of [*insert country of incorporation*] with its registered office located at [*insert registered address*], do hereby solemnly affirm, declare and state that:

(a) the Entity is not ineligible/blacklisted to participate in, submit prequalification application for, bid for or undertake any contract or project (including the Project) through any form of public tender (due to reasons, including but not limited to corrupt practices and poor performance) by any Federal or Provincial governmental or non-governmental department/agency in Pakistan, [or any other provincial government/governments of any foreign countries or their governmental bodies and/or International Organizations (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.)] at the date of submission of this Affidavit;

(b) neither the Entity nor [its Local Authorized Dealer and][5] any of its Affiliate:

  (i) is included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of April 09, 2010 (www.crossdebarment.org); or

  (ii) is included on any sanction's lists promulgated by the United Nations Security Council or its Committees, or any other recognized international sanctions list;

(c) no action, suit, or other legal proceeding or governmental investigation is pending against the Entity (including its [Local Authorized Dealer and any][6] Affiliate) or any of its respective officers, directors or employees, or that any of the foregoing has received any notice thereof, which questions the validity and execution of this Affidavit or the representations provided in this Affidavit;

(d) the Entity (including its [Local Authorized Dealer and any][7] Affiliate) has no tax liabilities or liabilities in respect of judgments awarded by any court or similar proceedings in the period of three (3) years prior to the date of this Affidavit, save in each case to the extent that it has made suitable accounting provision for such liabilities in accordance with applicable accounting regulations;

(e) the Entity (including its [Local Authorized Dealer and any][8] Affiliate) has not directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the award of any contract, project or transaction;

(f) the Entity (including its [Local Authorized Dealer and any][9] Affiliate) is not in bankruptcy or liquidation proceedings or receivership, or wound up, or its affairs are not being administered by a court or a judicial officer, or its business activities have not been suspended or it is not the subject of legal proceedings of any of the foregoing and has a reasonable expectation of being able to discharge all financial liabilities as they fall due;

[5] Only relevant in case the Applicant is a foreign entity.
[6] Only relevant in case the Applicant is a foreign entity.
[7] Only relevant in case the Applicant is a foreign entity.
[8] Only relevant in case the Applicant is a foreign entity.
[9] Only relevant in case the Applicant is a foreign entity.

(g) the Entity (including its [Local Authorized Dealer and any][10] Affiliate) has not failed to sign a contract with any procuring authority, including the Procuring Agency, following award;

(h) there is no conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect potential involvement of the Entity (including its [Local Authorized Dealer and any][11] Affiliate) in the Project and to comply with the obligations set out in the Prequalification Document or with respect to the Project;

(i) [the Entity is legally and financially autonomous and operates under commercial law][12];

(j) Neither the Entity, nor I have concealed any information that might hinder the prequalification process being conducted for the Project, or the subsequent bidding process to be conducted for the Project.

(k) the Entity has read and familiarized itself with the Prequalification Document and hereby confirms that the Entity fulfils all requirements in this regard and is eligible to be considered for prequalification; and

(l) the evidence of meeting the basic eligibility criteria (in accordance with the Prequalification Document) and the required documentation outlined in the Prequalification Document is enclosed herewith.

(2) That whatever stated above is true and correct to the best of my knowledge and belief and nothing has been concealed thereto.

All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the Prequalification Document.

____

DEPONENT

Verified on oath at ___________on this __________day of___________, 20[•] that the contents of the above Affidavit are true and correct to the best of my knowledge and belief.

____

DEPONENT

WITNESS NO. 1	**WITNESS NO. 2**
Signature:	Signature:
Name:	Name:
Address:	Address:
CNIC/Passport No.:	CNIC/Passport No.:

[10] Only relevant in case the Applicant is a foreign entity.
[11] Only relevant in case the Applicant is a foreign entity.
[12] Only relevant for the government owned legal enterprise or institution

FORM E – LITIGATION HISTORY

PENDING LITIGATION			
PENDING LITIGATION – All pending litigation shall in total do not represent more than fifty percent (50%) of the Applicant's net worth and shall be treated as resolved against the Applicant.			
YEAR	**OUTCOME AS PERCENT OF TOTAL ASSETS**	**OUTCOME AS PERCENT OF TOTAL ASSET**	**TOTAL CONTRACT AMOUNT (USD)[13]**
[•]	[•]	Contract Identification: [•] Name Of Employer: [•] Address Of Employer: [•] Matter In Dispute: [•]	[•]

[13] Note: Exchange rate to be based on the rate published by Reuters on https://www.reuters.com/markets/currencies at close of business UK time, on the date of issuance of Prequalification Document.

FORM F – FINANCIAL QUALIFICATION CRITERIA

FINANCIAL QUALIFICATION CRITERIA						
	2023		2022		2021	
CURRENCY	IN CURRENCY OF THE FINANCIAL STATEMENTS [INSERT NAME OF CURRENCY] MILLION	IN USD MILLION	IN CURRENCY OF THE FINANCIAL STATEMENTS [INSERT NAMEOF CURRENCY] MILLION	IN USD MILLION	IN CURRENCY OF THE FINANCIAL STATEMENTS [INSERT NAME OF CURRENCY] MILLION	IN USD MILLION
Exchange rate (in comparison to financial statements currency)		[Financial statement currency to USD]		[Financial statement currency to USD]		[Financial statement currency to USD]
Total Assets (for three most recent full financial years)						
Total Liabilities (for three most recent full financial years)						
Revaluation Surplus (or similar entry)						
Net Worth						

FORM G – LIST OF SUB-SUPPLIERS

SR. NO.	NAME OF SUB – SUPPLIER	PART/EQUIPMENT/COMPONENT
[•]	[•]	[•]
[•]	[•]	[•]

ANNEXURE A – BASIC ELIGIBILITY CRITERIA

A Prequalification Application received from an Applicant, shall only be considered if all the following information/components have been provided and the requirements herein are satisfied:

1. CONSTITUTIVE DOCUMENTS

1.1. A detailed description of the Applicant containing:

(a) Legal name of the firm/ company;

(b) Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address; and

(c) Incorporation details, including corporate charter and articles of incorporation. In the event an Applicant is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.

1.2. Foreign entities participating in the prequalification process should submit certified true copies of their constitutive documents.

1.3. In case any document / information furnished by the Applicant is in a language other than English language, it will need to be accompanied by an English translation (duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin). In case of any discrepancy, the English translation shall prevail.

2. REGISTRATION WITH TAX AUTHORITIES

2.1. The Applicant must possess a valid registration certificate from the income tax authority (i.e. the national tax number ("**NTN**") certificate) and relevant sales tax authority, if applicable. Valid NTN certificate(s) and tax returns filed for last three (03) years are to be attached and relevant sales tax certificate, if applicable.

2.2. Foreign entities participating in the prequalification process should submit a tax certificate of their country and tax returns filed for last three (03) years. In case any document / information furnished is in a language other than English, it will need to be accompanied by an English translation (duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin). In case of any discrepancy, the English translation shall prevail.

3. AFFIDAVIT FOR GOVERNMENT OWNED LEGAL ENTITIES

3.1. In case an Applicant is a government owned legal enterprise or institution, such entity, must establish that it is legally and financially autonomous and operating under commercial law.

3.2. An Applicant that is a government owned legal enterprise or institution shall submit an affidavit as set out in **FORM D – FORMAT OF AFFIDAVIT** confirming that they are legally and financially autonomous and operating under commercial law.

3.3. In case the affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin.

4. NO CONFLICT OF INTEREST

4.1. An Applicant shall not have a Conflict Of Interest. An Applicant found to have a Conflict Of Interest shall be disqualified. Moreover, at the time of prequalification, an Applicant may be considered to be in a Conflict Of Interest with one or more parties if they, *inter alia*; participated as a consultant in the preparation of the design or technical / commercial / financial / legal specifications for the supplier's obligations, that are the subject of this Bidding Process. This will result in the disqualification of all Prequalification Applications in which it is involved.

4.2. In case there is no Conflict Of Interest, the Applicant shall provide evidence in the form of an affidavit set out as **FORM D – FORMAT OF AFFIDAVIT**.

4.3. An Applicant shall not be considered to be in a Conflict Of Interest with another Applicant in the event such Applicant is the subsidiary of a common parent company or one Applicant is the parent company of the other Applicant, provided that the following conditions are satisfied:

(a) such parent company is a sovereign state ("**Sovereign**") or a sovereign state-owned enterprise ("**SOE**");

(b) the Sovereign, SOE and the relevant subsidiaries of the Sovereign and/or SOE participating in the Bidding Process conduct their business operations on an independent basis, are independent legal persons, have independent management and boards and are free from each other's financial obligations including independent auditing and accounting; and

(c) such Applicant has provided a legal opinion duly issued by a reputable, qualified legal counsel in its jurisdiction of incorporation confirming (i) and (ii) above.

4.4. In case the affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin.

5. NON-BLACKLISTING

5.1. Each Applicant shall provide evidence, in the form of an affidavit set out as **FORM D – FORMAT OF AFFIDAVIT**, of non-blacklisting by its employers, by any Federal or Provincial governmental or non-governmental department / agency in Pakistan, or any other provincial government / governments of any foreign countries or their governmental bodies and / or International Organizations (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.) as at the Submission Deadline.

5.2. An Applicant which has been blacklisted by any of its employers/clients while providing services or performing works in Pakistan, at the Submission Deadline under this Prequalification Document or thereafter, shall not be considered.

5.3. In case the affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin.

6. LITIGATION HISTORY

6.1. All pending litigation against the Applicant shall in total not represent more than fifty percent (50%) of the respective net worth, nor shall there be any litigation that prevents or materially impedes the Applicant from its obligations in respect of the supplier's obligations and the terms of the Manufacturing & Supply Contract.

6.2. The Applicants shall provide details of litigation in the format attached as **FORM E – LITIGATION HISTORY** or in case of no litigation, submit an affidavit in the format set out in **FORM D – FORMAT OF AFFIDAVIT**.

6.3. In case the Affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan in the country of origin.

7. ELIGIBLE COUNTRIES

7.1. An Applicant ((including its Affiliate) shall be incorporated in / have the nationality of an Eligible Country. An Applicant shall be deemed to have the nationality of an Eligible Country, if the Applicant (including its Affiliate) is a national of that country; or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that Eligible Country.

7.2. The above requirement shall apply to the determination of the nationality of an Applicant.

8. FINANCIAL SITUATION/HISTORICAL FINANCIAL PERFORMANCE

8.1. NET WORTH

(a) Minimum net worth of an Applicant shall not be less than USD 2,000,000/- (United States Dollar Five Million Only) (excluding any surplus on revaluation) evidenced by the most recent audited financial statements.

8.2. AVERAGE ANNUAL TURNOVER

(a) Minimum average annual turnover of an Applicant shall not be less than USD 4,000,000/- (United States Dollar Four Million Only) (revenues only pertaining to production to be considered) evidenced by the most recent audited financial statements.

(b) Minimum average annual turnover shall be calculated based on total payments received by an Applicant for contracts completed or under execution in the last three (03) years audited financial statements.

(c) In case an Applicant operates in any country other than Pakistan, the historical financial statements shall be translated at the rate specified in the State Bank of Pakistan interbank rate as at the date of the financial statement and the same shall be audited by a reputable audit firm, certified by home country's relevant authority/regulator.

8.3. CALCULATIONS

(a) Calculations shall be made based:

(i) on the relevant Applicant's audited consolidated financial statements, duly certified by an independent certified public accountant or auditor, for the three (03) most recent full financial years for which audited financial statements are available as at the Submission Deadline; or

(ii) if:

(A) the relevant Applicant is incorporated in a jurisdiction which does not require the auditing of financial statements; and / or

(B) such Applicant has not in fact had its financial statements audited, on such Applicant's non- audited consolidated financial statements, accompanied by a written opinion issued by an independent certified public accountant or auditor certifying the relevant Applicant net worth for the three (03) most recent full financial years for which such financial statements are available as at the Submission Deadline.

Provided that the non-audited financial statements submitted by an entity, which by Applicable Law is required to prepare audited financial statements, shall not be accepted for the purposes of evaluation.

(b) The Applicant shall provide for itself:

(i) for Applicant to whom sub-section 8.3 (a)(i) of this Annexure applies, audited consolidated financial statements, including a consolidated balance sheet, income statement, statement of cash flows and accompanying notes, for the three (03) most recent full financial years for which such statements are available as at the Submission Deadline, duly certified by a certified public accountant or auditor; or

(ii) for Applicant to whom section 8.3 (a)(ii) of this Annexure applies, non-audited consolidated financial statements, including a consolidated balance sheet, income statement, statement of cash flows and accompanying notes, for the three (03) most recent full financial years for which such statements are available as at the Submission Deadline, accompanied by a written opinion issued by an independent certified public accountant or auditor, certifying the Applicant's Net Worth for the three (03) most recent full financial years for which such financial statements are available as at the Submission Deadline; and

(iii) a completed financial qualification criteria table in PDF format, as per **FORM F – FINANCIAL QUALIFICATION CRITERIA**.

9. EXPERIENCE

9.1. An Applicant shall have the following experience/qualifications:

(a) The bidder offering goods of foreign origin (outside Pakistan) shall furnish references (name and address and WhatsApp number / Email of at least five (5) end users outside manufacturers country to whom the bidder supplied / exported goods for the last five (5) years similar to those being offered in this tender as to quantity, quality and service(s) called for herein and from the same manufacturer in the case of goods against international tender enquiries. Simply submitting a list of customers, to whom the manufacturer has been supplying various goods, will not meet the intent and purpose of this requirement. This information must form a part of the bid and the bidder are not encouraged to submit any of these information subsequently after public opening of the bids failure to comply with this requirement is likely to make the bid subject to rejection.

(b) The bidder shall provide documentary evidence of the in the line of manufacturing of offered items/lots for last five (5) years.

10. LOCAL AUTHORIZED DEALER[14]

10.1. An Applicant, being a manufacturer of meters, EVCs, regulators, valves etc, shall have local affiliations/agents permanently deployed in Pakistan till completion of the term of the Contract. An Applicant shall delegate to the Local Authorized Dealer, in full or in part, any portion of the services only, provided however, such delegation shall not release or discharge an Applicant of any of its responsibilities or obligations under the Contract.

[14] Only relevant in case the Applicant is a foreign entity.

ANNEXURE B – PROJECT INFORMATION

The information contained herein is for reference purposes only. The Procuring Agency reserves the right to change any information/requirement specified herein during the bidding stage for the Project:

1. ABOUT THE PIEDMC

Punjab Industrial Estates Development and Management Company (PIEDMC) is a company setup under section 42 of the companies' ordinance, 1984 (now companies act, 2017). PIEDMC is an autonomous, not to profit entity owned by the government of Punjab and is run by a Board of Directors (BOD) comprising of private sector industrialists and ex-officio members. PIEDMC has been instrumental in driving the success of industrial development in the province of Punjab. Upon establishment of PIEDMC, Government of the Punjab transferred ownership of Quaid e Azam Industrial Estate, Kot Lakhpat Lahore (565 acres) and Multan Industrial Estate, Multan (1410 acres) which were developed in 1960s and 1970s. These industrial estates were previously managed by Lahore Development Authority and Directorate of Industries, Punjab.

2. ABOUT PROJECT:

LOT NO. 1

SCHEDULE OF REQUIREMENT, SPECIFICATIONS AND SHIPMENTS REQUIRED ARE TENDER ENQUIRY NO. ___________
COVERING ROTARY GAS METERS

The appropriate total requirement of Lot No. 1 and shipments required are as below.

Item No	Description specification	Qty Nos
1	Gas Meter, Rotary Type, 3M - 125, 2" Flanged FF	05
2	Gas Meter, Rotary Type, 5M - 125, 3" Flanged FF	02
3	Gas Meter, Rotary Type, 7M - 125, 3" Flanged FF	02
4	Gas Meter, Rotary Type, 11M - 125, 4" Flanged FF	02
5	Gas Meter, Rotary Type, 16M - 125, 4” Flanged FF	03
6	Gas Meter, Rotary Type, 23M - 125, 4” Flanged FF	06
7	Gas Meter, Rotary Type, 38M - 125, 6" Flanged FF	03
8	Gas Meter, Rotary Type, 56M - 125, 8" Flanged FF	02

Notes:

1. Shipment is required within 20 - 24 Weeks after receipt of operative L/C. However, you may quote your best shipment.
2. Bidders are required to quote their firm unit **"CIF" Karachi prices** by sea transportation showing unit FOB cost up to port of shipment, insurance and freight separately. Certificate of freight shipment (must include freight prices) issued by transportation agency must be placed with quotations.
3. Bidders are also required to quote their firm unit **"CIP" Lahore prices** by air transportation showing unit FOB cost up to airport of shipment, insurance and air freight separately. Certificate of freight shipment (must include freight prices) issued by transportation agency must be placed with quotations.
4. All the bidders are required to submit bid security as mentioned above with their **financial proposal**.
5. **Bids will be evaluated on a Lot wise / item-wise basis, unless and until mentioned otherwise. However, in case, after evaluation, the tendered quantities are splitted between two or more bidders and chunk of any suppliers is too small to cover administrative cost on further processing of the purchase order, pre-shipment inspection cost e.t.c, as determined by the procuring agency, order of such items will be placed on next lowest available responsive bid winning/ securing orderable quantities.**

6. The bidder will be responsible for conducting "Factory Assessment Test (FAT)" at manufacturer's facility for PIEDMC technical team before delivery of meters.
7. **Every bidder is required to submit only one proposal / option against purchase of one tender document set (Bidders can bid even against any number of "Lots" or all of them). Alternate / second option/ proposal can be submitted by procuring new tender documents set with submission of separate bid bond. Submission of more than one options/ offers against purchase of one tender document set by submitting on one bid bond will lead to disqualification / rejection of the whole bid. No further chance / clarification to withdraw additional offer/ option will be provided.**
8. The Bidder will be required to provide the warranties offered by the manufacturer.
9. The Bidder will be responsible for the replacement of any defective item after delivery of meters.
10. **"**Bids will be evaluated on "CIF/CIP" basis however, order(s) can be placed on FOB (Port of Shipment) basis.
11. Unit CIF/CIP prices must be quoted for each item separately failing which the "CIF/CIP" charges if quoted on lump sum will be added to the FOB prices on pro rata prices basis. The prices calculated in such manner shall be used for comparison evaluation and ordering purposes
12. Conditional bids are liable for rejection. For example, but not limited to:
    - Rate of exchange fluctuation,
    - Partial order acceptance,
    - Govt duties & taxes etc.

13. Bidder must conform to the specified tender terms.

14. Customer list as required elsewhere in this tender document shall include exactly same type of "ROTARY GAS METERS" regarding size, design and material of construction as offered in bid proposal.

15. Brand new and unused Material should be quoted. ***Reconditioned and refurbished meters will not be acceptable.***

16. The bidder shall clearly indicate names, addresses of manufacturers and country of origin instead of showing group of countries or manufacturers.

17. Reservations/clarifications, if any w.r.t tender terms/specifications should be asked by the bidders 07 days prior to the closing date of the tender.

18. As a result of evaluation/scrutiny of bid, if any clarification is sought by PIEDMC, bidders are required to adhere to the timeline specified by the PIEDMC. In case of non-compliance with the timelining reserves the right to proceed further without any resource.

19. In the case of purchase order, Performance/Warranty Bond guarantee must be submitted within 15 days after receipt of purchase order as per clause 18 of the tender. Delay in L/C operativeness due to delay in submission of PWBG shall not affect delivery in any way. Further cutoff date for L/D charges calculation will be calculated after giving 21 days from receipt of order to the local agent (15 days for PWBG).

20. Clause 31.2 of Instruction to Bidders is a mandatory requirement to be accepted by all bidders unconditionally. In case of non-acceptance of Clause 31.2 technical bid will not be considered for evaluation.

21. FTA Certificate and COO Certificate required in case of Chinese origin in the tender documents making of part of evaluation criteria and incorporate in the purchase order.

22. If shipment is from UAE or where voyage time is less than 7 days then advance shipping documents are not required within 7 days.

23. **CONTRACTORS' HSE MANUAL**

All the bidders are required to note and comply with the General Procedure "CONTRACTORS' HSE MANUAL". The manual has been placed at PIEDMC's website www.pie.com.pk under the main pull down "Health, Safety & Environment"

24. **SALES TAX SPECIAL PROCEDURE-(WITHHOLDING) RULES,2007**

PIEDMC as a withholding agent, as per Sales Tax Special Procedure (withholding) Rules, 2007, in accordance with clause No.2 (Responsibility of Withholding Agents), shall deduct an amount as per applicable rate of the total Sales Tax shown in the Sales Tax invoice issued by the supplier and make payment of the balance amount, If any.

25. PIEDMC as a withholding agent, shall deduct any amount of Income Tax as per prescribed rates mentioned in Income Tax Ordinance, 2001, where applicable.

26. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after ti has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice."

FOR LOCAL AGENTS/SUPPLIERS ONLY

27. The supplier should also mention their National Tax Number (NTN) and enclose a photocopy of their NTN along with their offer.
28. Please also give your import registration number, date and validity in your offer.
29. The supplier should also provide Sales Tax Registration Certificate along with their bids.
30. In compliance to S.R.O # 592(1)/2022, the successful bidders) who submitted bid in Pak Rupees (on F.O.R basis) will be required to provide duly filled Declaration of Beneficial Owners' Information" specimen attached as Annex-VIII for the purchase order (valuing Rs.50 million and above) within 30days of release of the purchase order.
31. Local suppliers may also quote their rates on **"DDP"** basis, Delivery at **Quaid-e-Azam Business Park (QABP-SEZ), Sheikhupura, Punjab, Pakistan.** The suppliers who intend to submit their offer(s) on **"CIF/CIP"** basis or if they have asked for the local agency commission in Pak Rupees, they must provide below mentioned details on their invoices failing which their online payment as per FBR directive may delay for the want of mandatory details.
32**. As per directives of Government of Pakistan (Finance Division) « F.NO.2 (54) EF-(B-[V)/2019-614 Dated 21.08.2019. ALL the Bidders who are quoting Chinese origin products are being advised to quote their prices in Chinese Yuan (Renminbi) instead of USS any freely convertible currency for al the upcoming**
and future tenders/Contracts/Purchase Order.

Sr. No	Name of Supplier	Account Name	IBAN Account Number	Account Number	Account Title /Name	Bank Name	Branch Name	Branch Code

LOT NO. 2

SCHEDULE OF REQUIREMENT, SPECIFICATIONS AND SHIPMENTS REQUIRED ARE TENDER ENQUIRY NO. ___________ COVERING ELECTRONIC VOLUME CORRECTOR (EVC's)

The appropriate total requirement of Lot No. 2 and shipments required are as below.

Item No	Description specification	Qty Nos
1	Electronic Volume Corrector (EVC) with built in GPRS Modem for measuring and converting uncorrected volume of natural gas at line conditions to the corrected volume of gas in standard cubic feet units at base conditions and application of necessary super compressibility factor along with Data retrieval cable and provision of compatible Software for reading and exporting of EVC data. The data/ Technical specifications attached in the document	20

Notes:

13. Shipment is required within 20 - 24 Weeks after receipt of operative L/C. However, you may quote your best shipment.
14. Bidders are required to quote their firm unit **"CIF" Karachi prices** by sea transportation showing unit FOB cost up to port of shipment, insurance and freight separately. Certificate of freight shipment (must include freight prices) issued by transportation agency must be placed with quotations.
15. Bidders are also required to quote their firm unit **"CIP" Lahore prices** by air transportation showing unit FOB cost up to airport of shipment, insurance and air freight separately. Certificate of freight shipment (must include freight prices) issued by transportation agency must be placed with quotations.
16. All the bidders are required to submit bid security as mentioned above with their **financial proposal**.
17. **Bids will be evaluated on a Lot wise / item-wise basis, unless and until mentioned otherwise. However, in case, after evaluation, the tendered quantities are splitted between two or more bidders and chunk of any suppliers is too small to cover administrative cost on further processing of the purchase order, pre-shipment inspection cost e.t.c, as determined by the procuring agency, order of such items will be placed on next lowest available responsive bid winning/ securing orderable quantities.**

18. The bidder will be responsible for conducting "Factory Assessment Test (FAT)" at manufacturer's facility for PIEDMC technical team before delivery of EVC's.
19. **Every bidder is required to submit only one proposal / option against purchase of one tender document set (Bidders can bid even against any number of "Lots" or all of them). Alternate / second option/ proposal can be submitted by procuring new tender documents set with submission of separate bid bond. Submission of more than one options/ offers against purchase of one tender document set by submitting on one bid bond will lead to disqualification / rejection of the whole bid. No further chance / clarification to withdraw additional offer/ option will be provided.**
20. The Bidder will be required to provide the warranties offered by the manufacturer.
21. The Bidder will be responsible for the replacement of any defective item after delivery of EVCs.
22. **"**Bids will be evaluated on "CIF/CIP" basis however, order(s) can be placed on FOB (Port of Shipment) basis.
23. Unit CIF/CIP prices must be quoted for each item separately failing which the "CIF/CIP" charges if quoted on lump sum will be added to the FOB prices on pro rata prices basis. The prices calculated in such manner shall be used for comparison evaluation and ordering purposes
24. Conditional bids are liable for rejection. For example, but not limited to:
    - Rate of exchange fluctuation,
    - Partial order acceptance,
    - Govt duties & taxes etc.

13. Bidder must conform to the specified tender terms.

14. Customer list as required elsewhere in this tender document shall include exactly same type of "EVC's" regarding size, design and material of construction as offered in bid proposal.

15. Brand new and unused Material should be quoted. ***Reconditioned and refurbished EVC's will not be acceptable.***

16. The bidder shall clearly indicate names, addresses of manufacturers and country of origin instead of showing group of countries or manufacturers.

17. Reservations/clarifications, if any w.r.t tender terms/specifications should be asked by the bidders 07 days prior to the closing date of the tender.

18. As a result of evaluation/scrutiny of bid, if any clarification is sought by PIEDMC, bidders are required to adhere to the timeline specified by the PIEDMC. In case of non-compliance with the timelining reserves the right to proceed further without any resource.

19. In the case of purchase order, Performance/Warranty Bond guarantee must be submitted within 15 days after receipt of purchase order as per clause 18 of the tender. Delay in L/C operativeness due to delay in submission of PWBG shall not affect delivery in any way. Further cutoff date for L/D charges calculation will be calculated after giving 21 days from receipt of order to the local agent (15 days for PWBG).

20. Clause 31.2 of Instruction to Bidders is a mandatory requirement to be accepted by all bidders unconditionally. In case of non-acceptance of Clause 31.2 technical bid will not be considered for evaluation.

21. FTA Certificate and COO Certificate required in case of Chinese origin in the tender documents making of part of evaluation criteria and incorporate in the purchase order.

22. If shipment is from UAE or where voyage time is less than 7 days then advance shipping documents are not required within 7 days.

23. **<u>CONTRACTORS' HSE MANUAL</u>**

All the bidders are required to note and comply with the General Procedure "CONTRACTORS' HSE MANUAL". The manual has been placed at PIEDMC's website www.pie.com.pk under the main pull down "Health, Safety & Environment"

24. **<u>SALES TAX SPECIAL PROCEDURE-(WITHHOLDING) RULES,2007</u>**

PIEDMC as a withholding agent, as per Sales Tax Special Procedure (withholding) Rules, 2007, in accordance with clause No.2 (Responsibility of Withholding Agents), shall deduct an amount as per applicable rate of the total Sales Tax shown in the Sales Tax invoice issued by the supplier and make payment of the balance amount, If any.

25. PIEDMC as a withholding agent, shall deduct any amount of Income Tax as per prescribed rates mentioned in Income Tax Ordinance, 2001, where applicable.

26. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after ti has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice."

<u>FOR LOCAL AGENTS/SUPPLIERS ONLY</u>

27. The supplier should also mention their National Tax Number (NTN) and enclose a photocopy of their NTN along with their offer.
28. Please also give your import registration number, date and validity in your offer.
29. The supplier should also provide Sales Tax Registration Certificate along with their bids.
30. In compliance to S.R.O # 592(1)/2022, the successful bidders) who submitted bid in Pak Rupees (on F.O.R basis) will be required to provide duly filled Declaration of Beneficial Owners' Information" specimen attached as Annex-VIII for the purchase order (valuing Rs.50 million and above) within 30days of release of the purchase order.
31. Local suppliers may also quote their rates on **"DDP"** basis, Delivery at **Quaid-e-Azam Business Park (QABP-SEZ), Sheikhupura, Punjab, Pakistan.** The suppliers who intend to submit their offer(s) on **"CIF/CIP"** basis or if they have asked for the local agency commission in Pak Rupees, they must provide below mentioned details on their invoices failing which their online payment as per FBR directive may delay for the want of mandatory details.
32**. As per directives of Government of Pakistan (Finance Division) « F.NO.2 (54) EF-(B-[V)/2019-614 Dated 21.08.2019. ALL the Bidders who are quoting Chinese origin products are being advised to quote their prices in Chinese Yuan (Renminbi) instead of USS any freely convertible currency for al the upcoming**
and future tenders/Contracts/Purchase Order.

Sr. No	Name of Supplier	Account Name	IBAN Account Number	Account Number	Account Title /Name	Bank Name	Branch Name	Branch Code

LOT NO. 3

SCHEDULE OF REQUIREMENT, SPECIFICATIONS AND SHIPMENTS REQUIRED ARE TENDER ENQUIRY NO. ____________
COVERING STAINLESS STEEL GAS LEAKAGE CLAMPS

The appropriate total requirement of Lot No. 3 and shipments required are as below.

Item No	Description specification	Qty Nos
1	Stainless Steel Gas leakage clamps having **6"-Dia** as per attached data specifications. Wrap Clamp WC1 Leak Repair Clamp DN150×200mm	10
2	Stainless Steel Gas leakage clamps having **8"-Dia** as per attached data specifications. Wrap Clamp WC1 Leak Repair Clamp DN200×255mm	10
3	Stainless Steel Gas leakage clamps having **10"-Dia** as per attached data specifications. Wrap Clamp WC1 Leak Repair Clamp DN250×255mm	05
4	Stainless Steel Gas leakage clamps having **12"-Dia** as per attached data specifications. Wrap Clamp WC2 Leak Repair Clamp DN300×255mm	05
5	Stainless Steel Gas leakage clamps having **16"-Dia** as per attached data specifications. Wrap Clamp WC2 Leak Repair Clamp DN400×255mm	04

Notes:

25. Shipment is required within 12 - 16 Weeks after receipt of operative L/C. However, you may quote your best shipment.
26. Bidders are required to quote their firm unit **"CIF" Karachi prices** by sea transportation showing unit FOB cost up to port of shipment, insurance and freight separately. Certificate of freight shipment (must include freight prices) issued by transportation agency must be placed with quotations.
27. Bidders are also required to quote their firm unit **"CIP" Lahore prices** by air transportation showing unit FOB cost up to airport of shipment, insurance and air freight separately. Certificate of freight shipment (must include freight prices) issued by transportation agency must be placed with quotations.
28. All the bidders are required to submit bid security as mentioned above with their **financial proposal**.

29. **Bids will be evaluated on a Lot wise / item-wise basis, unless and until mentioned otherwise. However, in case, after evaluation, the tendered quantities are splitted between two or more bidders and chunk of any suppliers is too small to cover administrative cost on further processing of the purchase order, pre-shipment inspection cost e.t.c, as determined by the procuring agency, order of such items will be placed on next lowest available responsive bid winning/ securing orderable quantities.**
30. **Every bidder is required to submit only one proposal / option against purchase of one tender document set (Bidders can bid even against any number of "Lots" or all of them). Alternate / second option/ proposal can be submitted by procuring new tender documents set with submission of separate bid bond. Submission of more than one options/ offers against purchase of one tender document set by submitting on one bid bond will lead to disqualification / rejection of the whole bid. No further chance / clarification to withdraw additional offer/ option will be provided.**
31. The Bidder will be required to provide the warranties offered by the manufacturer.
32. The Bidder will be responsible for the replacement of any defective item after delivery of Gas leakage clamps.
33. **"**Bids will be evaluated on "CIF/CIP" basis however, order(s) can be placed on FOB (Port of Shipment) basis.
34. Unit CIF/CIP prices must be quoted for each item separately failing which the "CIF/CIP" charges if quoted on lump sum will be added to the FOB prices on pro rata prices basis. The prices calculated in such manner shall be used for comparison evaluation and ordering purposes
35. Conditional bids are liable for rejection. For example, but not limited to:
    - Rate of exchange fluctuation,
    - Partial order acceptance,
    - Govt duties & taxes etc.

13. Bidder must conform to the specified tender terms.

14. Customer list as required elsewhere in this tender document shall include exactly same type of "Gas Leakage Clamps" regarding size, design and material of construction as offered in bid proposal.

15. Brand new and unused Material should be quoted. ***Reconditioned and refurbished Gas Leakage Clamps will not be acceptable.***

16. The bidder shall clearly indicate names, addresses of manufacturers and country of origin instead of showing group of countries or manufacturers.

17. Reservations/clarifications, if any w.r.t tender terms/specifications should be asked by the bidders 07 days prior to the closing date of the tender.

18. As a result of evaluation/scrutiny of bid, if any clarification is sought by PIEDMC, bidders are required to adhere to the timeline specified by the PIEDMC. In case of non-compliance with the timelining reserves the right to proceed further without any resource.

19. In the case of purchase order, Performance/Warranty Bond guarantee must be submitted within 15 days after receipt of purchase order as per clause 18 of the tender. Delay in L/C operativeness due to delay in submission of PWBG shall not affect delivery in any way. Further cutoff date for L/D charges calculation will be calculated after giving 21 days from receipt of order to the local agent (15 days for PWBG).

20. Clause 31.2 of Instruction to Bidders is a mandatory requirement to be accepted by all bidders unconditionally. In case of non-acceptance of Clause 31.2 technical bid will not be considered for evaluation.

21. FTA Certificate and COO Certificate required in case of Chinese origin in the tender documents making of part of evaluation criteria and incorporate in the purchase order.

22. If shipment is from UAE or where voyage time is less than 7 days then advance shipping documents are not required within 7 days.

23. **<u>CONTRACTORS' HSE MANUAL</u>**

All the bidders are required to note and comply with the General Procedure "CONTRACTORS' HSE MANUAL". The manual has been placed at PIEDMC's website www.pie.com.pk under the main pull down "Health, Safety & Environment"

24. **<u>SALES TAX SPECIAL PROCEDURE-(WITHHOLDING) RULES,2007</u>**

PIEDMC as a withholding agent, as per Sales Tax Special Procedure (withholding) Rules, 2007, in accordance with clause No.2 (Responsibility of Withholding Agents), shall deduct an amount as per applicable rate of the total Sales Tax shown in the Sales Tax invoice issued by the supplier and make payment of the balance amount, If any.

25. PIEDMC as a withholding agent, shall deduct any amount of Income Tax as per prescribed rates mentioned

in Income Tax Ordinance, 2001, where applicable.
26. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after ti has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice."

FOR LOCAL AGENTS/SUPPLIERS ONLY

27. The supplier should also mention their National Tax Number (NTN) and enclose a photocopy of their NTN along with their offer.
28. Please also give your import registration number, date and validity in your offer.
29. The supplier should also provide Sales Tax Registration Certificate along with their bids.
30. In compliance to S.R.O # 592(1)/2022, the successful bidders) who submitted bid in Pak Rupees (on F.O.R basis) will be required to provide duly filled Declaration of Beneficial Owners' Information" specimen attached as Annex-VIII for the purchase order (valuing Rs.50 million and above) within 30days of release of the purchase order.
31. Local suppliers may also quote their rates on **"DDP"** basis, Delivery at **Quaid-e-Azam Business Park (QABP-SEZ), Sheikhupura, Punjab, Pakistan.** The suppliers who intend to submit their offer(s) on **"CIF/CIP"** basis or if they have asked for the local agency commission in Pak Rupees, they must provide below mentioned details on their invoices failing which their online payment as per FBR directive may delay for the want of mandatory details.
32**. As per directives of Government of Pakistan (Finance Division) « F.NO.2 (54) EF-(B-[V)/2019-614 Dated 21.08.2019. ALL the Bidders who are quoting Chinese origin products are being advised to quote their prices in Chinese Yuan (Renminbi) instead of USS any freely convertible currency for al the upcoming and future tenders/Contracts/Purchase Order**.

Sr. No	Name of Supplier	Account Name	IBAN Account Number	Account Number	Account Title /Name	Bank Name	Branch Name	Branch Code

SCHEDULE OF REQUIREMENT, SPECIFICATIONS AND SHIPMENTS REQUIRED ARE TENDER ENQUIRY NO. __________
COVERING PLUG VALVES, GAS REGULATORS, FILTERS, GAS SERVICE TEES ETC
LOT NO. 4

The appropriate total requirement of Lot No. 4 and shipments required are as below.

Item No	Description specification	Qty Nos.
1	Plug Valves 2" dia along with flanges, stud bolts CL 125 FF	20
2	Plug Valves 2" dia along with flanges, stud bolts CL 150 RF	10
3	Plug Valves 4" dia along with flanges, stud bolts CL 125 FF	16
4	Plug Valves 4" dia along with flanges, stud bolts CL 150 RF	8
5	Plug Valves 6" dia along with flanges, stud bolts CL 125 FF	6
6	Plug Valves 6" dia along with flanges, stud bolts CL 150 RF	3
7	Plug Valves 8" dia along with flanges, stud bolts CL 125 FF	4
8	Plug Valves 8" dia along with flanges, stud bolts CL 150 RF	2
9	Gas Regulators 1" x 1" dia along with flanges, stud bolts CL 125	6
10	Gas Regulators 2" x 2" dia along with flanges, stud bolts CL 125	24
11	Gas Regulators 4" x 4" dia along with flanges, stud bolts CL 125	6
12	Gas Regulators 6" x 6" dia along with flanges, stud bolts CL 125	4

13	Dry Gas Filter / Strainer 2" dia along with flanges, stud bolts, CL 150 along with additional 03 Nos. of filtration elements	10
14	Dry Gas Filter / Strainer 4" dia along with flanges, stud bolts, CL 150 along with additional 03 Nos. of filtration elements	8
15	Dry Gas Filter / Strainer 6" dia along with flanges, stud bolts, CL 150 along with additional 03 Nos. of filtration elements	3
16	Dry Gas Filter / Strainer 8" dia along with flanges, stud bolts, CL 150 along with additional 03 Nos. of filtration elements	2
17	Pressure Gauges (0 - 50 Psig) & (0 - 100 Psig) (Oil Filled) 50 each	100
18	Gas Service Tee 2" dia, CL 150	20
19	Gas Service Tee 4" dia, CL 150	8
20	Gas Service Tee 6" dia, CL 150	3
21	Gas Service Tee 8" dia, CL150	2
22	Monolithic Prefabricated Insulating Joints 2"dia 0.154" WT, CL 150	10
23	Monolithic Prefabricated Insulating Joints 4"dia, CL 150	8
24	Monolithic Prefabricated Insulating Joints 6"dia 0.280" WT, Gr-B, CL 150	3
25	Monolithic Prefabricated Insulating Joints 8"dia, CL 150	2
26	Needle Valves 1/2", CL 150, CWP 2000 Psi	100

Notes:

36. Shipment is required within 20 - 24 Weeks after receipt of operative L/C. However, you may quote your best shipment.
37. Bidders are required to quote their firm unit **"CIF" Karachi prices** by sea transportation showing unit FOB cost up to port of shipment, insurance and freight separately. Certificate of freight shipment (must include freight prices) issued by transportation agency must be placed with quotations.
38. Bidders are also required to quote their firm unit **"CIP" Lahore prices** by air transportation showing unit FOB cost up to airport of shipment, insurance and air freight separately. Certificate of freight shipment (must include freight prices) issued by transportation agency must be placed with quotations.
39. All the bidders are required to submit bid security as mentioned above with their **financial proposal**.
40. **Bids will be evaluated on a Lot wise / item-wise basis, unless and until mentioned otherwise. However, in case, after evaluation, the tendered quantities are splitted between two or more bidders and chunk of any suppliers is too small to cover administrative cost on further processing of the purchase order, pre-shipment inspection cost e.t.c, as determined by the procuring agency, order of such items will be placed on next lowest available responsive bid winning/ securing orderable quantities.**
41. The bidder will be responsible for conducting "Factory Assessment Test (FAT)" at manufacturer's facility for "Gas Pressure Regulators" for PIEDMC technical team before delivery of items.
42. **Every bidder is required to submit only one proposal / option against purchase of one tender document set (Bidders can bid even against any number of "Lots" or all of them). Alternate / second option/ proposal can be submitted by procuring new tender documents set with submission of separate bid bond. Submission of more than one options/ offers against purchase of one tender document set by submitting on one bid bond will lead to disqualification / rejection of the whole bid. No further chance / clarification to withdraw additional offer/ option will be provided.**
43. The Bidder will be required to provide the warranties offered by the manufacturer.
44. The Bidder will be responsible for the replacement of any defective item after delivery of items.
45. **"**Bids will be evaluated on "CIF/CIP" basis however, order(s) can be placed on FOB (Port of Shipment) basis.
46. Unit CIF/CIP prices must be quoted for each item separately failing which the "CIF/CIP" charges if quoted on lump sum will be added to the FOB prices on pro rata prices basis. The prices calculated in such manner shall be used for comparison evaluation and ordering purposes
47. Conditional bids are liable for rejection. For example, but not limited to:
    - Rate of exchange fluctuation,

- Partial order acceptance,
- Govt duties & taxes etc.

13. Bidder must conform to the specified tender terms.
14. Customer list as required elsewhere in this tender document shall include exactly same type of material/items regarding size, design and material of construction as offered in bid proposal.
15. Brand new and unused Material should be quoted. ***Reconditioned and refurbished material/items will not be acceptable.***
16. The bidder shall clearly indicate names, addresses of manufacturers and country of origin instead of showing group of countries or manufacturers.
17. **Reservations/clarifications, if any w.r.t tender terms/specifications should be asked by the bidders 07 days prior to the closing date of the tender.**
18. **As a result of evaluation/scrutiny of bid, if any clarification is sought by PIEDMC, bidders are required to adhere to the timeline specified by the PIEDMC. In case of non-compliance with the timelining reserves the right to proceed further without any resource.**
19. In the case of purchase order, Performance/Warranty Bond guarantee must be submitted within 15 days after receipt of purchase order as per clause 18 of the tender. Delay in L/C operativeness due to delay in submission of PWBG shall not affect delivery in any way. Further cutoff date for L/D charges calculation will be calculated after giving 21 days from receipt of order to the local agent (15 days for PWBG).
20. **Clause 31.2 of Instruction to Bidders is a mandatory requirement to be accepted by all bidders unconditionally. In case of non-acceptance of Clause 31.2 technical bid will not be considered for evaluation.**
21. FTA Certificate and COO Certificate required in case of Chinese origin in the tender documents making of part of evaluation criteria and incorporate in the purchase order.
22. If shipment is from UAE or where voyage time is less than 7 days then advance shipping documents are not required within 7 days.
23. **CONTRACTORS' HSE MANUAL**

All the bidders are required to note and comply with the General Procedure "CONTRACTORS' HSE MANUAL". The manual has been placed at PIEDMC's website www.pie.com.pk under the main pull down "Health, Safety & Environment"

24. **SALES TAX SPECIAL PROCEDURE-(WITHHOLDING) RULES,2007**

PIEDMC as a withholding agent, as per Sales Tax Special Procedure (withholding) Rules, 2007, in accordance with clause No.2 (Responsibility of Withholding Agents), shall deduct an amount as per applicable rate of the total Sales Tax shown in the Sales Tax invoice issued by the supplier and make payment of the balance amount, If any.

25. PIEDMC as a withholding agent, shall deduct any amount of Income Tax as per prescribed rates mentioned in Income Tax Ordinance, 2001, where applicable.
26. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice."

FOR LOCAL AGENTS/SUPPLIERS ONLY

27. The supplier should also mention their National Tax Number (NTN) and enclose a photocopy of their NTN along with their offer.
28. Please also give your import registration number, date and validity in your offer.
29. The supplier should also provide Sales Tax Registration Certificate along with their bids.
30. In compliance to S.R.O # 592(1)/2022, the successful bidders) who submitted bid in Pak Rupees (on F.O.R basis) will be required to provide duly filled Declaration of Beneficial Owners' Information" specimen attached as Annex-VIII for the purchase order (valuing Rs.50 million and above) within 30days of release of the purchase order.
31. Local suppliers may also quote their rates on **"DDP"** basis, Delivery at **Quaid-e-Azam Business Park (QABP-SEZ), Sheikhupura, Punjab, Pakistan.** The suppliers who intend to submit their offer(s) on **"CIF/CIP"** basis or if they have asked for the local agency commission in Pak Rupees, they must provide below mentioned details on their invoices failing which their online payment as per FBR directive may delay for the want of mandatory details.
32. **As per directives of Government of Pakistan (Finance Division) « F.NO.2 (54) EF-(B-[V)/2019-614 Dated 21.08.2019. ALL the Bidders who are quoting Chinese origin products are being advised to quote their prices in Chinese Yuan (Renminbi) instead of USS any freely convertible currency for al the upcoming**

ANNEXURE C – UNDERTAKING[15]

NOTES FOR EXECUTION OF UNDERTAKING

- *The mode of execution of the undertaking should be in accordance with the procedure, if any, laid down under applicable laws and the same should be under common seal affixed in accordance with the required procedure.*

- *Also, the Applicant should submit for verification a resolution / power of attorney in favor of the person executing this undertaking for and on behalf of the Applicant.*

- *This undertaking shall be notarized with the notary public and certified by the Oath Commissioner.*

- *Considering that the undertaking shall be executed and issued overseas, the document will also have to be attested/legalized by the Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan and notarized in the jurisdiction where the undertaking is being issued.*

- *To be submitted by each Applicant in case the same is a foreign entity.*

UNDERTAKING

[to be printed on stamp paper]

TO:
CHIEF EXECUTIVE OFFICER,
PIEDMC

DATED:
[•]

We, [*insert name of Applicant*] a company incorporated under the laws of [*insert country of origin*], with its registered office located at [*insert details*] and holding registration No. [*insert details*] (the "**Applicant**") do hereby solemnly represent, declare and covenant that, as of the date of this undertaking (this "**Undertaking**"), the Applicant:

(a) has appointed [*insert name of Local Authorized Dealer*] a company incorporated under the laws of the Islamic Republic Of Pakistan, with its registered office located at [*insert details*] as its local authorized dealer in Pakistan (the "**Local Authorized Dealer**") to be permanently deployed for the duration of the manufacturing & supply contract(s) (unless terminated earlier in accordance with terms thereof) and such Local Authorized Dealer may not be replaced nor its appointment revoked by the Applicant;

[15] Only relevant in case the Applicant is a foreign entity.

(b) has successfully issued the authorization certificate (issued by a legally authorized officer of the Applicant), designating the Local Authorized Dealer to act on behalf of the Applicant for the purposes of the Project;

(c) shall delegate to the Local Authorized Dealer, in full or in part, any portion of the services under the manufacturing & supply contract(s) and the Local Authorized Dealer shall be entitled to receive (on behalf of the Applicant) the supply price for services in "*Pakistani Rupees*" in its bank account in Pakistan in full and final settlement of all moneys due to the Applicant in respect of the services under or in connection with the manufacturing & supply contract(s);

(d) shall be responsible for observance by the Local Authorized Dealer of (as may be applicable or necessary) all the provisions of the manufacturing & supply contract(s) and the Applicant shall be responsible for the acts or defaults of the Local Authorized Dealer as fully as if they were the acts or defaults of the Applicant and any delegation to the Local Authorized Dealer of any portion of the services shall not release or discharge the Applicant of any of its responsibilities or obligations under each of the manufacturing & supply contract(s); and

(e) shall not, following prequalification and until signing of the manufacturing & supply contract, make any change in the Local Authorized Dealer:

 (i) without the prior written consent of the Procuring Agency; and

 (ii) unless such Local Authorized Dealer (following any change) continues to fulfill the requirements under the prequalification document and/or the bidding documents.

IN WITNESS WHEREOF, we have signed this undertaking at [•] on this _______ day of _____________________2024.

NAME: [•]

IN THE CAPACITY OF: [•]

SIGNED: [•]

....
(**SEAL**)

Duly authorized to sign the undertaking for and on behalf of (*Name of Applicant*)

DATE: [•]

WITNESS NO. 1	**WITNESS NO. 2**
Signature:	Signature:
Name:	Name:
Designation:	Designation:

Date:	Date:
Seal:	Seal:
CNIC/Passport No.:	CNIC/Passport No.: