# Standard Bidding Document

## PMU-26/2026-27 Lynx Conductor (Goods)

National

Single Stage-Two Envelope

| CORRIGENDUM # 1 | CORR-P84013-001 |
|---|---|
| Initiation Date | August 21, 2026 |

*August 21, 2026*

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# REQUEST FOR BIDS

## PROCUREMENT OF GOODS

1. The **Manager Procurement (PMU) MEPCO (Multan Electric Power Company (MEPCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Manager Procurement (PMU) MEPCO (Multan Electric Power Company (MEPCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**PMU-26/2026-27 Lynx Conductor**" with the reference of **"P84013"**

2. The **Manager Procurement (PMU) MEPCO (Multan Electric Power Company (MEPCO))** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/84013** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Monday, August 31, 2026 10:00 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Monday, August 31, 2026 10:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on

the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ( **www.ppra.org.pk**).

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# Instructions to Bidders

# A. Introduction

## 1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

## 2. Source of Funds

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

## 3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with

any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA)*.

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2. have controlling shareholders in common; or

3. receive or have received any direct or indirect subsidy from any of them; or

4. have the same legal representative for purposes of this Bid; or

5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;

2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

3.8 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

## 4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

## 5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

## 6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

# B. Bidding Documents

## 7. Contents of  Bidding Document

7.1  The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents.  In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

**Section I -**Invitation to Bids

**Section II** Instructions to Bidders (ITB)

**Section III** Bid Data Sheet (BDS)

**Section IV** Evaluation Criteria, Specifications, Schedule of Requirements

**Section V** Bid Forms

**Section VI** General Conditions of Contract (GCC)

**Section VII** Special Conditions of Contract (SCC)

**Section VIII** Contract Forms

7.2  The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder’s risk and may result in the rejection of his Bids.

## 8. Clarification of Bidding documents

8.1  A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0.**

8.2  The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3  Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4  Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9.**

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

## 9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through **EPADS v2.0**:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

# C. Preparation of Bids

## 10. Language of Bid

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

## 11. Documents and samples Constituting the Bid

**11.1 The Bid prepared by the Bidder shall constitute** thedocuments required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

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

2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18.**

## 12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

**12.1** To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

## 13. Documents Establishing Eligibility and Qualification of the Bidder

**13.1** The Bidder shall furnish, as part of itsBid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

## 14. Form of Bids

**14.1** The Bidder shall fill the Form of Bid furnished in the Bidding documents.The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

## 16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30 (2) of the Public Procurement Rules, 2004.

## 17. Bids Validity Period

17.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

## 18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.7.**

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

a. the expiry of the Bid Security;

b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;

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

d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

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

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

## 19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

# D. Submission of Bids

## 21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

## 22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

# E. Opening and Evaluation of Bids

## 23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

## 24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 before **three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the BIDS which in any way affect the following parameters will be considered as a change in the substance of a Bids:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

## 25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

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

2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;

3. is accompanied by the required securities; and

4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;

2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or

3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

## 26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 25.2,** it shall reject the Bid.

## 27. Correction of Errors

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

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

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

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

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

27.2 The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

## 28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

## 29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

**1. Least Cost Based Selection (LCBS)**

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

**2. Quality and Cost Based Selection (QCBS)**

In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

**3. Quality Based Selection (QBS)**

Atter meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

## 30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

## 31. Determination of Successful Bid

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

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

## 32. Abnormally Low Financial Bids

32.1Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;

2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and

3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to

perform satisfactorily.

# F. Award of Contract

## 33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

## 34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

## 35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

## 36. Procuring Agency’s Right to Vary Quantities at the Time of Award

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

## 37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35

of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

## 38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

## 39. Corrupt & Fraudulent Practices

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

# F. Grievance Redressal & Complaint Review Mechanism

## 40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

# G. Mechanism of Blacklisting

## 41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

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# Bid Data Sheet

# Bids Data Sheet (BDS)

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

*BDS Clause Number*
*ITB Number*
*Amendments of, and Supplements to, Clauses in the Instruction to Bidders*

## A. Introduction

**BDS Clause Number 1**
**ITB Number 1.1**

Name of Procuring Agency: **Manager Procurement (PMU) MEPCO (Multan Electric Power Company (MEPCO))**

The subject of procurement is: **PMU-26/2026-27 Lynx Conductor**

Expected commencement date: **Monday, March 8, 2027**

**BDS Clause Number 2**
**ITB Number 2.1**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P84013**

**BDS Clause Number 3**
**ITB Clause Number 3.1**

JV/Consortium or Association Allowed: **Yes**
Number of JV/Consortium Members: **2**
*see section of eligibility criteria.*

## B. Bidding Documents

**BDS Clause Number 4**
**ITB Number 8.1**

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Monday, August 24, 2026

# C. Preparation of Bids

**BDS Clause Number 5**
**ITB Number 10.1**

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. . Documents req with the Tech Bid, Letter of Bid – Technical Proposal, Bidder Information Form, Bidder JV Members information Form, Form of Bid Securing Declaration, Delivery and Completion Schedule, Deviations from Technical Provisions, Deviations from Contractual Conditions ,Integrity Pact,From of Pending Litigation, Manufacturer's Authorization, Form of Bid Security (Bid Bond), Bidder's / Manufacturer's Experience Of Supply Record, Bidder's / Manufacturer's Performance Record.

2. Following documents must be included with the Financial Bid with proper indexing Letter of Bid – Financial Proposal, Price Schedule form, Financial Data, Annual Turnover Data

3. Other procurement specific documentation Requirements are: 1. Type Test Reports. 2. Manufacturing/ Operational Experience

**BDS Clause Number 6**
**ITB Number 11.1**
**Items/Lots and threre related documents:**
*See section items and Lots*

**BDS Clause Number 7**
**ITB Number 12.1**

**Items / Lots Specifications:**

*see section of items specifications.*

**BDS Clause Number 8**
**ITB Number 15.6**

The price shall be **Fixed**.

**BDS Clause Number 9**
**ITB Number 16.1**

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

**BDS Clause Number 10**
**ITB Number 17.1**

The Bids/Bid Validity period shall be: **120 Days**

**BDS Clause Number 11**
**ITB Number 18.1**

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft**

## D. Submission of Bids

**BDS Clause Number 12**
**ITB Number 20.1**

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

**o/o Chief Engineer (Development) PMU MEPCO Khanewal Road, Multan., Multan City, Multan (District), Multan Division (Division), Punjab (Province).** before bid submission deadline.

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

The deadline for Bids submission is: **Monday, August 31, 2026 10:00 AM**

## E. Opening and Evaluation of Bids

**BDS Clause Number 13**
**ITB Number 23.1**

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

Day *:* ***Monday***

Date: ***Monday, August 31, 2026***

Time *:* ***10:30 AM***

**BDS Clause Number 14**
**ITB Number 31.1**

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
*see Evaluation Criteria*

# F. Review of Procurement Decisions

**BDS Clause Number 15**
**ITB Number 41.1**

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

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

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# Eligibility Criteria

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

| Eligibility Criteria | Document |
|---|---|
| The bidder is required to upload organization formation Proof. | Yes |
| The bidder is required to upload an Undertaking of non-blacklisting, no conflict of interest and accuracy of information. | Yes |

| | |
|---|---|
| Certificate that the fixed Bid Security as mentioned in the bid schedule issued by any scheduled bank of Pakistan is attached. | Yes |
| Certificate that the material offered is in accordance with the WAPDA/ NTDC/Tender Specifications (Amended to-date). | Yes |
| The supplier shall supply valid type test reports from an independent testing laboratory accredited by STL or Any other reputed / recognized laboratory acceptable to NTDC / MEPCO with the bid for equipment offered as per NTDC Type Testing Policy OR For Transmission Line Towers / Conductor and other applicable Items only prototype approval from NTDC is required. | Yes |
| Integrity Pact / Declaration of fees, commission and brokerage etc. payable by the suppliers of goods services and works in contracts worth Rs 10 Million or more. | Yes |
| Supply record of the firm with MEPCO/DISCOs against educational / regular P.O(s). Bid will be rejected in case of non-satisfactory performance / non fulfillment of contractual obligations in previous purchase orders. | Yes |
| Copy of certificate of registration with Sales Tax Department/FBR along-with necessary undertaking that the name of your firm exists on active tax payer list of FBR. | Yes |
| The bidder shall upload an Undertaking that “the bidder agreed/ will comply with all the clauses/conditions mentioned in the bidding documents” (If there is any deviation from any clause/condition, the bidder shall submitted/ upload the same on EPADS along-with undertaking. | Yes |
| The bidder shall upload technical data & drawings of each offered equipment and schedule of deviation (if any). | Yes |

# Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

### Least Cost Based Selection (LCBS)

### Weightage

| Technical Evaluation Weightage |
|---|
| 100 |

| Technical Marks | 80 |
|---|---|
| **Passing Marks** | **80** |
| Technical Evaluation Criteria | |
| The Bidder /manufacturer Shall have successfully completed as the bidder / manufacturer at least two (02) numbers of contracts /works/ supply of goods of tendered material having similar or higher rating, with in last ten (10) Years. (Quantitative)(Doc Required) | 20 |
| The manufacturer shall have at least 5 years design / manufacturing experience of tendered material having similar or higher rating. (Quantitative)(Doc Required) | 20 |

| | |
|---|---|
| i. The offered material having similar or higher rating by the Bidder / Manufacturer should have been in satisfactory operation for a continuous period of at least three years. ii. In above context, at least one (01) satisfactory operational certificates shall be submitted with the bid from the contract awarding company. iii. The firm will be declared nonresponsive if the performance of offered equipment installed in MEPCO is reported unsatisfactory by field formations. (Quantitative)(Doc Required) | 20 |
| Compliance of the offered material with the Technical Specifications, Technical Data, and Type Test requirements in accordance with NTDC (NGC) Specifications and applicable IEC Standards. (Quantitative)(Doc Required) | 20 |

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# Items/Lots

**Items Without Lots :**

| Item | UNSPSC | Delivery Schedule | Quantity | Bid Security | Manufacturer / Dealer Authorization | Warranty |
|---|---|---|---|---|---|---|
| Lynx Conductor | Conductors and accessories | **Address:** 132KV MEPCO Warehouse, Khanewal road, Multan **Schedule:** 90 Days **Quantity:** 444/Km | 444/Km | 7065920 PKR | Manufacturer Authorization form | 2 Years |

# Related Services of Goods:

No

# Items/Lot Specification

**Items Without Lots :**

**Item:** Lynx Conductor

**UNSPSC:** Conductors and accessories

**Specifications / Requirementsss:**

As per Specification NTDC/WAPDA P-50:1988 (amended up-to date)

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# Price Schedule

### For Individual Items

| # | Item Title | Quantity | Unit Price (PKR) | Total Price (PKR) | Delivery Location | Delivery Period / Year | Country of Origin |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

### For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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# General Conditions of Contract

# A. General

## 1. Definitions

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

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

b. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

c. “The Contract” means an agreement enforceable by law;

d. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;

e. “Ancillary Services” means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;

f. “GCC” means the General Conditions of Contract contained in this section;

g. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

h. **“**Day” means calendar day unless indicated otherwise.

i. “Effective Date” means the date on which this Contract comes into force and effect.

j. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

k. “The Project Site,” where applicable, means the place or places named in Bids Data Sheet and technical Specifications;

l. “Government” means the Government of Pakistan;

m. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

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

o. “Party” means the Procuring Agency or the Bidder, as the case may be, and “Parties” means both of them;

p. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

q. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

r. “In Writing” means communicated in written form with proof of receipt;

s. “Local Currency” means the currency of Pakistan;

**2. Application and Interpretation**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

**3. Applicable Law**

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

**4. Governing Language**

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

**5. Notices**

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

**6. Delivery/Location**

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

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

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

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

**8. Effectiveness of Contract**

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

**9. Commencement of Services**

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

**10. Program**

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

**11. Starting Date/Expiration Date**

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

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

**12. Entire Agreement**

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

**13. Modification**

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

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

**14. Force Majeure**

**14.1 Definition**

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

**14.2 No Breach of Contract**

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

**14.3 Extension of Time**

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

of Force Majeure.

**14.4 Payments**

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

**15. Termination**

**15.1 By the Procuring Agency**

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

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

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

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

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

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

**15.2 By the Bidder**

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

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

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

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

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

# C. Obligations of the Bidder

## 16. General

### 16.1 Standard of Performance

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

### 16.2 Law Applicable to Goods

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

## 17. Conflict of Interests

### 17.1 Bidder Not to Benefit from Commissions and Discounts.

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

### 17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

### 17.3 Prohibition of Conflicting Activities

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

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

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

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

## 19. Insurance to be Taken Out by the Bidder

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

**20. Bidder's Actions Requiring Procuring Agency's Prior Approval**

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

**21. Reporting Obligations**

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

**22. Liquidated Damages**

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15.**

**22.2 Correction for Over-payment**

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

**22.3 Lack of performance penalty**

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

**23. Performance Guarantee**

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

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

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

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

**24. Fraud and Corruption**

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**25. Sustainable Procurement**

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

## D. Bidder's Personnel

**26. Description of Personnel**

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

**27. Removal and/or Replacement of Personnel**

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

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

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

## E. Obligations of the Procuring Agency

**28. Assistance and Exemptions**

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

**29. Change in the Applicable Law**

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

**30. Services and Facilities**

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

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

## F. Payments to the Bidder

**31. Contract Price**

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

**32. Terms and Conditions of Payment**

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

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

**33. Currency of Payment**

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

## G. Quality Control

**34. Identifying Defects**

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

**35. Correction of Defects,and**

**Lack of Performance Penalty**

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

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

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

**36. Taxes and Duties**

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

## H. Settlement of Disputes

**37. Alternate Dispute Resolution**

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

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

***Number of GC Clause***

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

**Number of GC Clause 1**

**Definitions**

**The Procuring Agency is:** Manager Procurement (PMU) MEPCO (Multan Electric Power Company (MEPCO)), Manager o/o Chief Engineer (Development) PMU MEPCO Khanewal Road, Multan., Multan City, Multan (District), Multan Division (Division), Punjab (Province).

**The Supplier is:**

**The title of the subject procurement is: PMU-26/2026-27 Lynx Conductor**

**Number of GC Clause 3**

**Applicable/Governing Law:**

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

**Number of GC Clause 4**

**Language:**

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

**Number of GC Clause 5**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Manager Procurement (PMU) MEPCO (Multan Electric Power Company (MEPCO)), Manager
o/o Chief Engineer (Development) PMU MEPCO Khanewal Road, Multan., Multan City, Multan (District), Multan Division (Division), Punjab (Province).
+92-310-377-4444
erppmu.proc@mepco.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

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

**Number of GC Clause 7.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Manager Procurement (PMU) MEPCO (Multan Electric Power Company (MEPCO)), Manager
o/o Chief Engineer (Development) PMU MEPCO Khanewal Road, Multan., Multan City, Multan (District), Multan Division (Division), Punjab (Province).
+92-310-377-4444
erppmu.proc@mepco.com.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 8**

**Effectiveness of the contract**

**Number of GC Clause 9**

**Commencement of Contract:**

**Number of GC Clause 11.2**

**Expiration of Contract:**

**Number of GC Clause 15**

**Termination**

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

**Number of GC Clause 17**

**Conflict of Interest:**

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

**Number of GC Clause 22**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in

accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 23**

**Performance Guarantee:**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft**

**Number of GC Clause 32**

**Payment terms:**

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

**Number of GC Clause 33**

**Currency of Payment:**

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

**Number of GC Clause 34**

**Identifying Defects:**

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

## Inspections & Tests Requirements

For Physical Fitness having No Damages (Certificate from supplier)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

The Supplier shall establish and implement a comprehensive Quality Assurance (QA) and Quality Control (QC) program to ensure that all Goods are manufactured in full compliance with the Contract requirements. An independent Quality Control Department shall be responsible for enforcing the QA/QC procedures throughout the manufacturing process. After the award of the Contract, the Supplier and the Engineer (MEPCO/Design Department NTDC) shall mutually agree upon the inspection procedure.

The MEPCO Engineer reserves the right to witness any or all manufacturing, assembly, and testing activities. The Supplier shall provide unrestricted access to its manufacturing facilities and make all necessary arrangements for inspection. The finished Goods shall undergo all specified sample and routine tests in accordance with the Contract specifications.

## Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

**Number of GC Clause 37**

**Following is the guidance for Dispute Resolution**

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

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

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

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

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

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

**Rules of procedure for arbitration proceedings:**

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

**Place of Arbitration and Award:**

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

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

Bid No.:***P84013***

To: **Manager Procurement (PMU) MEPCO (Multan Electric Power Company (MEPCO)), Manager o/o Chief Engineer (Development) PMU MEPCO Khanewal Road, Multan., Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Manager Procurement (PMU) MEPCO (Multan Electric Power Company (MEPCO)), Manager o/o Chief Engineer (Development) PMU MEPCO Khanewal Road, Multan., Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **PMU-26/2026-27 Lynx Conductor (*P84013*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

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

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

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

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

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

provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

# Integrity Pact

Integrity Pact

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

**Contract** Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

# Performance Guarantee Form

# Performance Guarantee Form

To: **Manager Procurement (PMU) MEPCO (Multan Electric Power Company (MEPCO)), Manager o/o Chief Engineer (Development) PMU MEPCO Khanewal Road, Multan., Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

*[name of bank or financial institution]*

_____

*[address]*

_____

*[date}*

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Annexure

# Standard forms

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Standard forms** (page number: 69)

# Standard forms

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Standard forms** (page number: 86)

# Special Conditions for BID

Information (Read-Only)

See Form Under Additional Forms and Documents: **Special Conditions for BID** (page number: 93)

# Procurement Forms

# Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 99)

# Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 100)

# Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 101)

# Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 103)

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# Additional Forms and Documents

# Letter of Bid – Technical Proposal

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".*

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

**Date of this Bid submission**:
**RFB No.:** [*insert number of Bidding process*]
**Request for Bid No.**:
**Alternative No.**: N/A

To: **Multan Electric Power Company (MEPCO) Multan**

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

(a) the Technical Proposal, and
(b) the Financial Proposal.

In submitting our Bid we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB
(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITB
(d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];
(e) **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS (as amended, if applicable) from the date fixed for the Bid submission deadline

specified in BDS (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;

(f) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

(g) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB

(h) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;

(i) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of* ];

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

(k) **Not Bound to Accept**: We understand that you are not bound to accept the the Most Advantageous Bid or any other Bid that you may receive; and

(l) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

**Name of the Bidder**: *[*insert complete name of Bidder*]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder**: ** [*insert complete name of person duly authorized to sign the Bid*]

**Title of the person signing the Bid**: [*insert complete title of the person signing the Bid*]

**Signature of the person named above**: [*insert signature of person whose name and capacity are shown above*]

**Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]

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

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

# Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid submission*]
No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page_____of_____pages

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

# Bidder's JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

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

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page_____of_____pages

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

# Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*
No.: *[number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Procuring agency]*

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

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

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

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

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

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed_____day of_____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

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

# Deviations From Technical Provisions

It is presumed that the Bidder shall not take any deviation. However, if he intends to take deviations to the specified Technical Provisions, these must be listed in the space provided below keeping in view the contents of IB:

| Sr. No. | Clause No. of Technical Provisions | Deviations | Remarks (including justification) |
|---|---|---|---|
| | | | |

[Note: Attach additional sheets, if necessary]

Signature and Seal of the Manufacturer / Bidder:

MEPCO ENLIGHTENING LIVES
PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

## DEVIATIONS FROM CONTRACTUAL CONDITIONS

It is presumed that the Bidder shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, these must be listed in the space provided below keeping in view the contents of IB Sub-Clause 30.3:

| Sr. No. | Clause No. / Section No. | Deviations | Remarks (including justification) |
|---|---|---|---|
| | | | |

[Note: Attach additional sheets, if necessary]

Signature and Seal of the Manufacturer / Bidder

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS MEPCO ENLIGHTENING LIVES

**Integrity Pact**

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

**Contract:**_____

Number: _____ Dated: _____

Contract:_____

Value: _____

Contract Title: _____

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

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

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

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

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

any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

| | |
|---|---|
| _____ | _____ |
| [Buyer] | [Seller/Supplier] |

PROCUREMENT REGULATORY AUTHORITY
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**Manufacturer'sAuthorization**

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

Date: *[insert date (as day, month and year) of Bid submission]*
No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____day of_____,_____*[insert date of signing]*

# Form of Bid Security
**(Bank Guarantee)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**No.:** *[Purchaser to insert reference number for the Request for Bids]*

**Alternative No**.*: [Insert identification No if this is a Bid for an alternative]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

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

We have been informed that_____*[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____under Request for Bids No._____ ("the RFB").

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

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

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

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

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

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

_____

*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

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**BIDDER'S / MANUFACTURER`S EXPERIENCE OF SUPPLY RECORD**

Name of the Equipment/Goods: ……..

| Sr. No. | Client Name, Address Phone, Number & E-mail | Item | Quantity | Amount (PKR) | Year | Copies of agreement / P.O. |
|---|---|---|---|---|---|---|
| | | | | | | |
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Signed & Stamped

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS ENLIGHTENING LIVES

**BIDDER`S / MANUFACTURER'S PERFORMANCE RECORD**

(For a period of Last 05 Years) Name of the Equipment/Goods: ……..

| Sr. No. | Client Name, Address Phone, Number & E-mail | Item | Quantity | Year | End-user Certificate |
|---|---|---|---|---|---|
| | | | | | |
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Signed & Stamped

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS ENLIGHTENING LIVES

**Form of Contract**

THIS AGREEMENT made the_____day of_____20_____between *[name and address of Procuring Agency]* of Pakistan (hereinafter called "the Procuring Agency") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

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

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

   (h) This form of Contract;
   (i) the Form of Bid and the Price Schedule submitted by the Bidder;
   (j) the Schedule of Requirements;
   (k) the Technical Specifications;
   (l) the Special Conditions of Contract;
   (m) the General Conditions of the Contract;
   (n) the Procuring Agency's Letter of Acceptance; and
   (o) [*add here: any other documents*]

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

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

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

Signed, sealed, delivered by_____the_____(for the Procuring Agency)

Witness to the signatures of the Procuring Agency:
……

Signed, sealed, delivered by_____the_____(for the Procuring Agency)

Witness to the signatures of the Supplier: ……

PROCUREMENT REGULATORY AUTHORITY
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**Performance Security (or guarantee) Form**

To: *[name of Procuring Agency]*

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

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

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

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

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

Signature and seal of the Guarantors

_____

*[name of bank or financial institution]*

_____

*[address]*

_____

*[date]*

# Letter of Bid - Financial Proposal

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".*

*The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:**
**No.**: [*insert number of bidding process*]
**Name of Project.**:
**Alternative No.**: N/A

**To: Multan Electric Power Company (MEPCO) Multan**

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

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

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

(b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is [*insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple lots, the total price of each lot is [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple lots, total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered*]

(ii) The exact method of calculations to determine the net price after application of

discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

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

**Name of the Bidder**:*[*insert complete name of the Bidder*]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder**: ** [*insert complete name of person duly authorized to sign the Bid*]

**Title of the person signing the Bid**: [*insert complete title of the person signing the Bid*]

**Signature of the person named above**: [*insert signature of person whose name and capacity are shown above*]

**Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]

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

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

The Bidder and each JV partner (in case of JV) shall complete the information in this Form. Name of the Bidder/JV Partner:_____

| Financial Data for Last (03) Years | | | |
|---|---|---|---|
| **Fiscal Year** | | | |
| **Information for Balance Sheet** | | | |
| **Total Assets** | | | |
| **Total Liabilities** | | | |
| **Net Worth** | | | |
| **Current Assets** | | | |
| **Current Liabilities** | | | |
| **Information from Income Statement** | | | |
| **Total Revenues** | | | |
| **Profits Before Taxes** | | | |
| **Profits After Taxes** | | | |

Attach copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions:

- All such documents must reflect the financial situation of the Bidder and not sister, affiliate or parent companies.
- Historic financial statements must be audited by a chartered accountant whose certificate of incorporation with its concerned accreditation body for example Association of Chartered Accountants of X-Country shall be submitted with the Bid.
- Historic Financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Signature and Seal of the Bidder**

## ANNUAL TURNOVER DATA

Name of the Bidder/JV Partner:_____

Bidder and each Joint Venture Partner (in case of JV) are requested to complete the information in this form separately.

| Annual turnover data for the last three fiscal years | | | |
|---|---|---|---|
| **Year** | **Amount (Currency)** | **Exchange Rate*** | **Equivalent Amount (US$/PKR)** |
| | | | |
| | | | |
| | | | |
| | **Average Annual Turnover (for last three years)** | | |

* The Exchange Rate (Selling) prevailing 28 days prior to Bid Opening

Signature and Seal of the Bidder:

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# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the* ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# PRICE SCHEDULE: GOODS MANUFACTURED OUTSIDE PAKISTAN, TO BE IMPORTED

(Group C Bids, goods to be imported)

Date: _____

No: _____

Alternative No: _____

Page No. _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price FCS Multan Basis | Price per line item FCS Multan Basis (Col. 5x6) |
| *[insert number of the item]* | *[insert name of good]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price FCS per unit]* | *[insert total FCS price per line item]* |
| | | | | | | |
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| | | | | | | |
| | | | | | | **Total Price** |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

# Price Schedule: Goods Manufactured in Pakistan

Purchaser's Country

_____

(Group A and B Bids)

Date:_____
RFB No: _____
Alternative No: _____
Page No._____of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item N← | Description of Goods | **Delivery Date as defined by Incoterms** | **Quantity and physical unit** | **Unit price EXW** | **Total EXW price per line item (Col. 4x5)** | Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final | Cost of local labor, raw materials and componentsfrom with origin in the Purchaser's Country % of Col. 5 | Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 15.7 | Total Price per line item (Col. 6+7) |
| [insert number of the item] | [insert name of Good] | [insert quoted Delivery Date] | [insert number of units to be supplied and name of the physical | [insert EXW unit price] | [insert total EXW price per line item] | [insert the corresponding price per line item] | [Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item] | [insert sales and other taxes payable per line item if Contract is awarded] | [insert total price per item] |
| | | | | | | | | | |
| | | | | | | | | | |
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| | | | | | | | | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

| Total Price | |
|---|---|

## SPECIAL CONDITIONS FOR BID

### 1. INSPECTIONS AND TESTS

1.1. The Supplier shall implement and maintain a quality assurance program during the manufacturing process. An independent quality control department shall oversee all quality assurance activities.

1.2. Quality control and inspection procedures shall be mutually agreed upon between the Supplier and the Engineer (MEPCO/Design Department NTDC).

1.3. The Engineer reserves the right to witness any or all manufacturing tests.

1.4. The Supplier shall provide free access to all manufacturing, assembly, and testing facilities.

1.5. Finished goods shall undergo sample and routine tests as specified.

1.6. Inspection shall be carried out at the manufacturer's works by authorized NTDC/MEPCO representatives.

1.7. The Supplier shall provide a notice period of at least 15 days for locally manufactured goods and 2 months for goods manufactured/procured outside Pakistan prior to inspection.

1.8. The Supplier shall provide all inspection facilities at its own expense.

1.9. The Supplier shall bear the cost of specified tests, foreign pre-shipment inspections, and all costs related to inspectors' travel, boarding, lodging, transportation, and daily allowances.

1.10. For local inspections, the Supplier shall deposit an inspection fee of 0.5% of the Purchase Order value (excluding GST) and bear all inspectors' travel and related expenses.

1.11. If goods fail any test, the Supplier shall bear the cost of repeat testing and inspection.

1.12. Inspection or approval by the Engineer shall not relieve the Supplier of any contractual obligations.

1.13. Two copies of all inspection reports, test reports, and quality certificates shall be submitted to the Engineer.

### 2. PACKING

Goods shall be packed in accordance with the standard export packing requirements specified in the Technical Specifications.

### 3. DELIVERY AND DOCUMENTS - GOODS SUPPLIED FROM ABROAD

3.1. The Supplier shall notify the Procuring Agency and the Insurance Company upon shipment of the goods.

3.2. The Supplier shall submit the following documents:

- Supplier's Invoice
- Bill of Lading
- Packing List
- Insurance Certificate
- Warranty Certificate
- Inspection Certificate and Factory Inspection Report
- Certificate of Country of Origin

3.3. All documents shall reach the Procuring Agency at least one week before the arrival of the goods.

### 4. DELIVERY AND DOCUMENTS - GOODS SUPPLIED WITHIN PAKISTAN

4.1. The Supplier shall notify the Procuring Agency upon dispatch of the goods.

4.2. The Supplier shall submit the following documents:

- Supplier's Invoice
- Delivery Note/Railway Receipt/Truck Receipt

- Warranty Certificate
- Inspection Certificate and Factory Inspection Report
- Certificate of Country of Origin

4.3. All documents shall reach the Procuring Agency before the arrival of the goods.

**5. INSURANCE**

5.1. Insurance coverage shall be 110% of the applicable INCOTERM value.

5.2. Coverage shall be on a Warehouse-to-Warehouse, All Risks basis, including War Risks and Strikes.

**6. RELATED SERVICES**

6.1. Related services shall be provided as specified in the Contract.

6.2. The cost of related services shall be included in the Contract Price.

**7. SPARE PARTS**

7.1. The Supplier shall maintain adequate inventories of consumable spare parts.

7.2. Other spare parts shall be supplied within 6 months of order placement and the opening of the Letter of Credit.

**8. WARRANTY**

8.1. The warranty period shall be 24 months from the date of acceptance of the goods or 18 months from the date of installation/commissioning, whichever occurs first.

8.2. The Supplier shall meet all contractual performance guarantees.

8.3. If guarantees are not achieved, the Supplier shall either:

- **(a)** modify/replace the goods at its own expense; or
- **(b)** pay liquidated damages at a rate of 0.10% per day, subject to a maximum deduction of 10% of the contract value (excluding GST).

**9. WARRANTY DEFECT CORRECTION**

9.1. Any defects identified during the warranty period shall be corrected by the Supplier within 15 days.

**10. PAYMENT**

10.1. Payment shall be made through Direct Payment or an Irrevocable Confirmed Letter of Credit.

10.2. Letter of Credit opening charges shall be borne by the Supplier.

10.3. **Payment for local supplies:**

- 90% upon delivery.
- 10% upon acceptance.

10.4. **Documents required for payment include:**

- Invoice
- Bill of Entry (where applicable)
- Delivery Note
- Warranty Certificate
- Insurance Certificate
- Inspection Certificate
- Certificate of Origin

10.5. **For Direct Cheque payment, submit:**

- Bill in triplicate
- Sales Tax Invoice
- Delivery Challan and GRN

- Warranty Certificate
- No Payment Certificate
- Inspection Certificate
- Integrity Pact

10.6. **For Sales Tax reimbursement, submit:**

- Sales Tax Bill
- Tax Return and Paid Challan
- Delivery Challan and GRN
- Non-claim Certificate
- Inspection Certificate
- Affidavit (where applicable)

**11. LATE PAYMENT INTEREST**

Interest on delayed payments shall be payable at the applicable contractual rate.

**12. PRICES**

The Contract shall be a Fixed Price Contract with no price adjustment clauses.

**13. LIQUIDATED DAMAGES**

13.1. Liquidated damages shall be charged at 0.10% per day of the value of the undelivered goods.

13.2. The maximum deduction shall be limited to 10% of the Contract Price (excluding GST).

**14. PROCEDURE FOR DISPUTE RESOLUTION**

14.1. **Foreign Contracts:** Disputes shall be resolved under the ICC Arbitration Rules.

14.2. **Contracts with Pakistani Suppliers:**

**(a)** Parties shall first attempt mutual negotiation within 7 days.

**(b)** If unresolved, disputes shall proceed to mediation by mutual consent.

**(c)** If mediation fails, disputes shall be referred to arbitration under the Arbitration Act 1940.

**(d)** Arbitration shall be conducted by a sole arbitrator appointed by mutual consent.

**(e)** The seat of arbitration shall be Multan, Pakistan.

**(f)** Mediation and arbitration costs shall be shared equally unless otherwise awarded by the arbitrator.

14.3. Parties shall continue performing their contractual obligations during the dispute resolution process.

14.4. The governing law shall be the Laws of Pakistan.

14.5. In relation to any legal action or proceedings arising out of or in connection with this agreement, the parties irrevocably submit to the exclusive jurisdiction of the competent courts of law at Multan Pakistan”

**15. NOTICES**

- **Procuring Agency Address:** Chief Engineer (Development), PMU MEPCO, Opposite RC Cola Factory, Khanewal Road, Multan.
- **Supplier's Address:** To be provided by the Supplier.

**16. BIDDER QUALIFICATION CRITERIA**

The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows. To be qualified for award, the Bidder shall meet the experience, capability, and adequacy of resources as per the criteria delineated herein below:

**16.1. Contractual Experience Criteria**

The Bidder/Manufacturer shall have successfully completed, as the Bidder/Manufacturer, at least **two (02)** contracts/works/supplies of goods of the tendered material having similar or higher rating, within the last **ten (10) years**.

**16.2. Manufacturing Experience Criteria**

The Manufacturer shall have at least **five (5) years** of design/manufacturing experience of the tendered material having similar or higher rating.

**16.3. Performance Criteria**

- **(i)** The offered material having similar or higher rating by the Bidder/Manufacturer should have been in satisfactory operation for a continuous period of at least **three (3) years**.
- **(ii)** In the above context, at least **one (01)** satisfactory operational certificate shall be submitted with the bid from the contract-awarding company.
- **(iii)** The firm will be declared non-responsive if the performance of offered equipment installed in MEPCO is reported unsatisfactory by field formations. "If the performance report of offered equipment installed in MEPCO shall be taken internally, the same shall be shared with the concerned bidder by the procuring department and the bidder shall be given seven (07) days to raise its concern and this concern shall be resolved by the procuring department or shall be evaluated by evaluation committee".

**16.4. Experience and Documentation Requirements**

- Bidders shall submit copies of contract agreements, purchase orders, or certificates from the purchaser company (to whom the Bidder had supplied goods/services) for the equipment listed in their supply record pertaining to comparable or specified equipment. **Failure to submit these documents will render the bid non-responsive.**
- **In case of a Joint Venture (JV):** At least one partner shall meet the above experience requirement as per their individual obligations defined in the JV agreement.
- Details of such experience and contracts shall be provided in the prescribed standard forms included in the bidding documents.
- The Bidder/Manufacturer shall submit the following with the bid:
    - Copies of relevant contract agreements or purchase orders (with English translations, in case of international documents, if applicable).
    - Supporting delivery documents such as Goods Received Notes (GRNs), etc.
- The Bidder shall provide details of end users of the offered goods/equipment having similar or higher rating, including:
    - Client name, address, phone, fax, website, and email.
- The Purchaser may request copies of the contract agreements cited in the Bidder's supply record for verification during evaluation.

**16.5. Supply Capacity**

The Manufacturer shall provide the following information with the Bid to establish its capacity/capability to execute the order:

- **(i)** Manufacturing Capacity
- **(ii)** Orders in hand
- **(iii)** Expected orders in pipeline

- **(iv)** Implementation schedule of the orders in hand

The manufacturing capacity of the Bidder should be at least equal to the sum of orders in hand, expected orders in pipeline, and this order (if placed on it).

**16.6. Financial Criteria of Bidder**

The Purchaser will take into account the following criteria to verify the financial qualification of the Bidder:

- **(i)** The Bidder has an average annual turnover in the last three years equal to or more than the bid price. The Bidder's net worth (calculated as the difference between total assets and total liabilities) must be positive for the last three years and must be submitted with the bid (information to be submitted in the standard forms of the Bidding Documents).
- **(ii)** In the case of a JV, all the JV partners shall jointly meet the requisite criteria, with the Lead Partner meeting not less than **40%** and the other partner(s) meeting not less than **25%** respectively of the said criteria.

**16.7. Additional Conditions**

- The Bidder/Tenderer shall submit a certificate stating that the firm is **neither blacklisted nor debarred** by WAPDA/DISCOs/GENCOs/NTDC at present.
- The qualification of the Bidders will be based on meeting the minimum pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices.
- The above-stated requirements are a minimum, and the Purchaser reserves the right to request any additional information. The Purchaser also reserves the right to reject the proposal of any Bidder if, in the opinion of the Purchaser, the qualification details are incomplete, ambiguous, or the Bidder is found not qualified to satisfactorily perform the Contract.
- The above-stated Appendices should be completed as per the prescribed format and submitted along with required attachments. Missing or incomplete information/documents may render the bid substantially non-responsive. In this regard, the Purchaser does not have an obligation to request any missing documents/certificates.

**16.8. Manufacturer's Authorization**

The Bidder is required to include with its Bid documentation from the manufacturer of the goods confirming that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid.

**17.0.** The Price Quoted shall be FCS Multan Basis.

**18.0.** The material shall be supplied with all allied accessories.

**19.0**. The authorization letter can be provided on manufacturer letter pad whereas the undertaking will be provided on stamp paper.

**20**.0 **Delivery Schedule**

(i) **<u>FOR LOCALLY INSPECTED MATERIAL.</u>**

1st day of inspection or 15th day of inspection call whichever is earlier, shall be reckoned as date of delivery of store to MEPCO Consignee provided the goods accepted for supply have been delivered within 20-days from the issuance of inspection certificate (in case of 21-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged) subject to the condition that the supplier / manufacturer forwards inspection call for inspection of material which must be received in this office at least 15-days prior to the due date for delivery of

material and the offer is not rejected due to being a fake call or material not conforming to the specification.

(ii) **FOR FOREIGN INSPECTED MATERIAL.**

The term delivery date shall mean the date of 1st day of inspection or 60th day of the inspection call whichever is earlier shall be reckoned as date of delivery of store to MEPCO consignee provided the goods accepted for supply have been delivered within 60-days (in case of 61-days or more L.D Charges for total period i.e. from allowed delivery date to actual delivery date will be charged) of the issuance of inspection certificate subject to the condition that the supplier / manufacturer offers the material for inspection at least 60-days prior to the final delivery date (Inspection Call must be delivered in this office at least 60-days prior to final date of delivery of material) and the offer is not rejected due to being a fake call or material not conforming to the specification.

# Past Experience / Contracts

| Contracts over *[insert amount]* during the last three years: | | | | |
|---|---|---|---|---|
| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Current Contract Commitments / Works in Progress

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

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

# Financial Situation and Performance

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

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

* Refer ITA 14 for the exchange rate

**3. Financial documents**

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

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

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

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

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

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

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

# Average Annual Turnover (Annual Sales Value)

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

* Refer ITA for date and source of exchange rate.

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