

# Standard Bidding Document

T-2037 Three Phase AMR (TOD) Energy Meters  
(Goods)

National

Single Stage-One Envelope

<b>CORRIGENDUM # 1</b>	<b>CORR-P17495-001</b>
Initiation Date	April 17, 2026



*April 17, 2026*

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INVITATION TO BIDS  
PROCUREMENT OF GOODS

1. The **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO))** has reserved Funds for the procurement planned for FY **2025-26**. The **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**T-2037 Three Phase AMR (TOD) Energy Meters**".

2. The **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO))** invites E-bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One 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**. Where **Bid Security** is not required by the **Procuring Agency**, Bidders are required to furnish **Bid Security Declaration** as specified in Bidding Document.

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

6. Bidder(s) are required to get themselves registered on **EPADS v2.0** on or before **Tuesday, April 28, 2026 10:00 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Tuesday, April 28, 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>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ([www.ppra.org.pk](http://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** the documents 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 its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

## 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:

1. the expiry of the Bid Security;
2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;
3. the rejection by the Procuring Agency of all Bids;
4. 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:

1. if a Bidder:
  2. 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
  3. does not accept the correction of errors; or
  4. in the case of a successful Bidder, if the Bidder fails:
    5. to sign the contract; or
    6. 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.

25.3A 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)**

After 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 EvaluationCriteria 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

32.1 Where 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.





## 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
<b>A. Introduction</b>		
<b>1</b>	<b>1.1</b>	<p>Name of Procuring Agency: <b>Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO))</b></p> <p>The subject of procurement is: <b>T-2037 Three Phase AMR (TOD) Energy Meters</b></p> <p>Expected commencement date: <b>Wednesday, June 10, 2026</b></p>
<b>2.</b>	<b>2.1</b>	<p>Financial year for the operations of the Procuring Agency: <b>2025-26</b></p> <p>Name and identification number of the Contract: <b>P17495</b></p>
<b>3.</b>	<b>3.1</b>	<p>JV/Consortium or Association Allowed: <b>No</b></p> <p>Number of JV/Consortium Members: <b>Nil</b></p> <p><i>see section of eligibility criteria.</i></p>
<b>B. Bidding Documents</b>		

4.	8.1	The Bidders may seek clarifications through <b>EPADS v2.0</b> : Clarification Date: Monday, April 20, 2026
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## C. Preparation of Bids

5.	10.1	<p>The Language of all correspondences and documents related to the Bids shall be in: <b>English</b></p> <p>List of documents required along with the bid:</p> <ol style="list-style-type: none"> <li>1. Integrity Pact (No contract amount should be mentioned) at time of bid submission. However, if contract award, the Integrity Pact must be submitted for the contract amount exceeding 10 Million.</li> <li>2. No Deviation certificates from Commercial terms and technical specification.</li> <li>3. Declaration regarding no involvement in litigation case, at the time of bid submission.</li> <li>4. Certify that the bid conforms to tender conditions and laid down specifications.</li> <li>5. Authority letter of bid signatory (where required)</li> <li>6. Declaration of the material used in manufacturing of the required item will 100% conform to the NGC (Former NTDC) specifications, amended to date.</li> </ol>
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<b>6.</b>	<b>11.1</b>	<b>Items/Lots and threere relateddocuments:</b> <i>See section items and Lots</i>
<b>7.</b>	<b>12.1</b>	<b>Items / Lots Specifications:</b> <i>see section of items specifications.</i>
<b>8.</b>	<b>15.6</b>	The price shall be <b>Fixed.</b>
<b>9.</b>	<b>16.1</b>	Currency of the Bids shall be : <b>PKR</b>
<b>10.</b>	<b>17.1</b>	The Bids/Bid Validity period shall be: <b>120 Days</b>
<b>11.</b>	<b>18.1</b>	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in <b>BDS 6</b>  The Bid Security shall be in the form of: <b>Pay Order, Call at Deposit, Bank Guarantee</b>
<b>D. Submission of Bids</b>		

12.	20.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p><b>QESCO HQ , Zarghoon Road, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province).</b> before bid submission deadline.</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: <b>Tuesday, April 28, 2026 10:00 AM</b></p>
<p><b>E. Opening and Evaluation of Bids</b></p>		
13.	23.1	<p>The Bids opening shall take place on <b>EPADS v2.0.</b></p> <p>Day : <b>Tuesday</b></p> <p>Date: <b>Tuesday, April 28, 2026</b></p> <p>Time : <b>10:30 AM</b></p>
14.	31.1	<p>Selection technique adopted will be: <b>Least Cost Based Selection (LCBS)</b> <i>see Evaluation Criteria</i></p>
<p><b>F. Review of Procurement Decisions</b></p>		
15.	41.1	<p>Grievance against this procurement shall be submitted online on EPADS v2.0.</p> <p>Arbitrator shall be appointed by mutual consent of the both parties.</p>

## Eligibility Criteria

Bidder's Type	Required Registration
Sole Proprietorship	NADRA CITIZENSHIP (CNIC/NICOP)
Partnership Firm	FBR (NTN)
Company (Private Limited)	FBR (GSTN)
Company (Public Limited)	

Eligibility Criteria	Document
A Bidder must be duly Registered / enlisted with the QESCO/ PPMC/ DISCOs/NGC (Former NTDC)/ PITC and WAPDA in category M-5 (sub-categories II & III) i-e relevant category.	Yes
Possession of valid Prototype approval of Three Phase AMR (TOD) Energy Meters as per NTDC Specification, at the time of bid opening.	Yes
Declaration for no blacklisting / debarment at the time of submission of bill by QESCO/ PPMC/ DISCOs/ NGC (Former NTDC)/ PITC and WAPDA	Yes
Shall have successfully completed an educational order placed by DISCO and have obtained satisfactory field performance report thereof, incase of newly prequalified for the item / Goods to Bid.	Yes
Manufacturing experience of at-least 1 year of subject item or of similar nature.	Yes

Copies of P.Os of the similar nature product previously supplied during the last three years to QESCO/ PPMC/ DISCOs/NGC (Former NTDC)/ PITC and WAPDA.	Yes
Previous performance appraisal of the bidder and that of product supplied by the bidder.	Yes

## Evaluation Criteria

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

### Least Cost Based Selection (LCBS)

### Items/Lots

#### Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Sample Quantity	Manufacturer / Dealer Authorization	Warranty
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Three Phase AMR (TOD) Energy Meters.	Power meters	<b>Address:</b> FCS to Regional Store QESCO Shiekhmanda Complex Airport Chowk Quetta. <b>Schedule:</b> 60 Days <b>Quantity:</b> 1126 <b>Address:</b> FCS to Regional Store QESCO Shiekhmanda Complex Airport Chowk Quetta. <b>Schedule:</b> 60 Days <b>Quantity:</b> 1125	2251	1350600	1	Any	24 Months
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## Related Services of Goods:

No

## Items/Lot Specification

### Items Without Lots :

**Item:** Three Phase AMR (TOD) Energy Meters.

**UNSPSC:** Power meters

### Specifications / Requirements:

1- Unidirectional but programmable for bidirectional by using optical port, static TOD Whole Current 3/Phase 4/Wire 3-Elements, 3x230/400V, 10/100Amp, 50 Hz, having Accuracy Class 1.0 (kWh) & 2.0 (KVarh) programmable multi-tariff-TOU AMR Smart energy

meter with capability of remote disconnect/reconnect relay and PTA compliant minimum 3G communication module, must be downward compatible to 2G without changing the SIM, for remote metering system. 2- As per relevant NTDC Design & Standard DDS-60:2020, 98:2011, 110:2012 (all amended to date) and IEC-62055-31 for relay with capability of remote disconnect /reconnect. The backup battery must have minimum capacity of 2000mAh along with super capacitor. The MDC (driver) software must be certified on latest release of PITC-UDIL Version.

## 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]		





## General Conditions of Contract

## A. General

### 1. Definitions

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

1. "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;
2. "Procuring Agency" means:-
  - 2.1. any Ministry, Division, Department or any Office of the Government;
  - 2.2. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
3. "The Contract" means an agreement enforceable by law;
4. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
5. "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;
6. "GCC" means the General Conditions of Contract contained in this section;
7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
8. "Day" means calendar day unless indicated otherwise.
9. "Effective Date" means the date on which this Contract comes into force and effect.
10. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
11. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
12. "Government" means the Government of Pakistan;
13. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
14. "Service" means any object of procurement other than goods or works;
15. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

17. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

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

19. "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);

1. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
2. 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;
3. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
4. 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;
5. 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.

1. 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.
2. 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.
3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the 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:

1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
2. 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.

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>GCC 1</b>	<p><b>Definitions</b></p> <p><b>The Procuring Agency is:</b> Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)), Manager Material Management QESCO HQ , Zarghoon Road, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province).</p> <p><b>The Supplier is:</b></p> <p><b>The title of the subject procurement is: T-2037 Three Phase AMR (TOD) Energy Meters</b></p>
<b>GCC 3</b>	<p><b>Applicable/Governing Law:</b></p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
<b>GCC 4</b>	<p><b>Language:</b></p> <p>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 <b>English</b>.</p>

<p><b>GCC 5</b></p>	<p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>Procuring Agency:</p> <p>Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)),Manager Material Managemnet QESCO HQ , Zarghoon Road, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province). +92-031-480-8801 rdicqesco@yahoo.com</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder’s Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p><b>GCC 7.1</b></p>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)),Manager Material Managemnet QESCO HQ , Zarghoon Road, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province). +92-031-480-8801 rdicqesco@yahoo.com</p> <p><b>For the Bidder:</b></p> <p><b>Name:</b> .....</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> .....</p>
<p><b>GCC 8</b></p>	<p><b>Effectiveness of the contract</b></p>
<p><b>GCC 9</b></p>	<p><b>Commencement of Contract:</b></p>
<p><b>GCC 11.2</b></p>	<p><b>Expiration of Contract:</b></p>

<p><b>GCC 15</b></p>	<p><b>Termination</b></p> <p>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.</p>
<p><b>GCC 17</b></p>	<p><b>Conflict of Interest:</b></p> <p>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.</p>
<p><b>GCC 22</b></p>	<p><b>Liquidated Damages</b></p> <p>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 <b>0.06%</b> to <b>10.00%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
<p><b>GCC 23</b></p>	<p><b>Performance Guarantee:</b></p> <p>The amount of performance guarantee shall be <b>5.00%</b> of the contract price in acceptable form of <b>Pay Order, Call at Deposit, Bank Guarantee</b></p>
<p><b>GCC 32</b></p>	<p><b>Payment terms:</b></p> <p>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.</p>
<p><b>GCC 33</b></p>	<p><b>Currency of Payment:</b></p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>

**GCC 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**

Inspection of the material will be carried out jointly at bidder's premises by Chief Engineer (M.I) PPMC Lahore or his authorized representative along with QESCO representative. Notice in writing for inspection of goods shall have to be given to C.E (M.I) PPMC Lahore under intimation to this office 15 days prior to the due date.

All reasonable facilities as provided in the specification or followed by the industry or trade in general shall have to be afforded to the inspecting officer by you at your expenses including boarding and lodging etc for carrying out inspection. The inspection charges @ 0.5% (non-reimbursable) of the cost of material will be paid by you to Chief Engineer (M.I) PPMC Lahore.

The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser.

**Delivery & Documents**

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;

Bill in triplicate for 100% Claim.

Delivery challan and GRN duly stamped and signed by the Regional Store Manager Sh. Manda Quetta.

Warranty certificate

Confirmation of Manager (MM) QESCO about acceptance of Performance Bond.

Inspection Certificate issued by Inspectors i-e Chief Engineer (MI) PPMC

Sales tax Invoice.

Under taking on prescribed Performa issued vide ministry of Finance (Finance Division) D.O No. 687/MD(PPRA\_/05 dated 14.09.05.

**Following is the guidance for Dispute Resolution**

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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

**Rules of procedure for arbitration proceedings:**

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

**Place of Arbitration and Award:**

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



## Bid Securing Declaration

## Form 9: Bid Securing Declaration

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

Bid No.: **PI7495**

To: **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)), Manager Material Managemnet QESCO HQ , Zarghoon Road, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (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 **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)), Manager Material Management QESCO HQ , Zarghoon Road, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (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., **T-2037 Three Phase AMR (TOD) Energy Meters (P17495)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

8. [add here: any other documents]

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

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Bidder: .....





Integrity Pact

## Integrity Pact

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

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

Dated:

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

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

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

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

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



## Performance Guarantee Form

## Performance Guarantee Form

To: **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)), Manager Material ManagemnetQESCO HQ , Zarghoon Road, Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (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

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*[name of bank or financial institution]*

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*[address]*

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*[date}*



Annexure

## Special Conditions of Contract

Technical Submission (Vendor)

Document Required

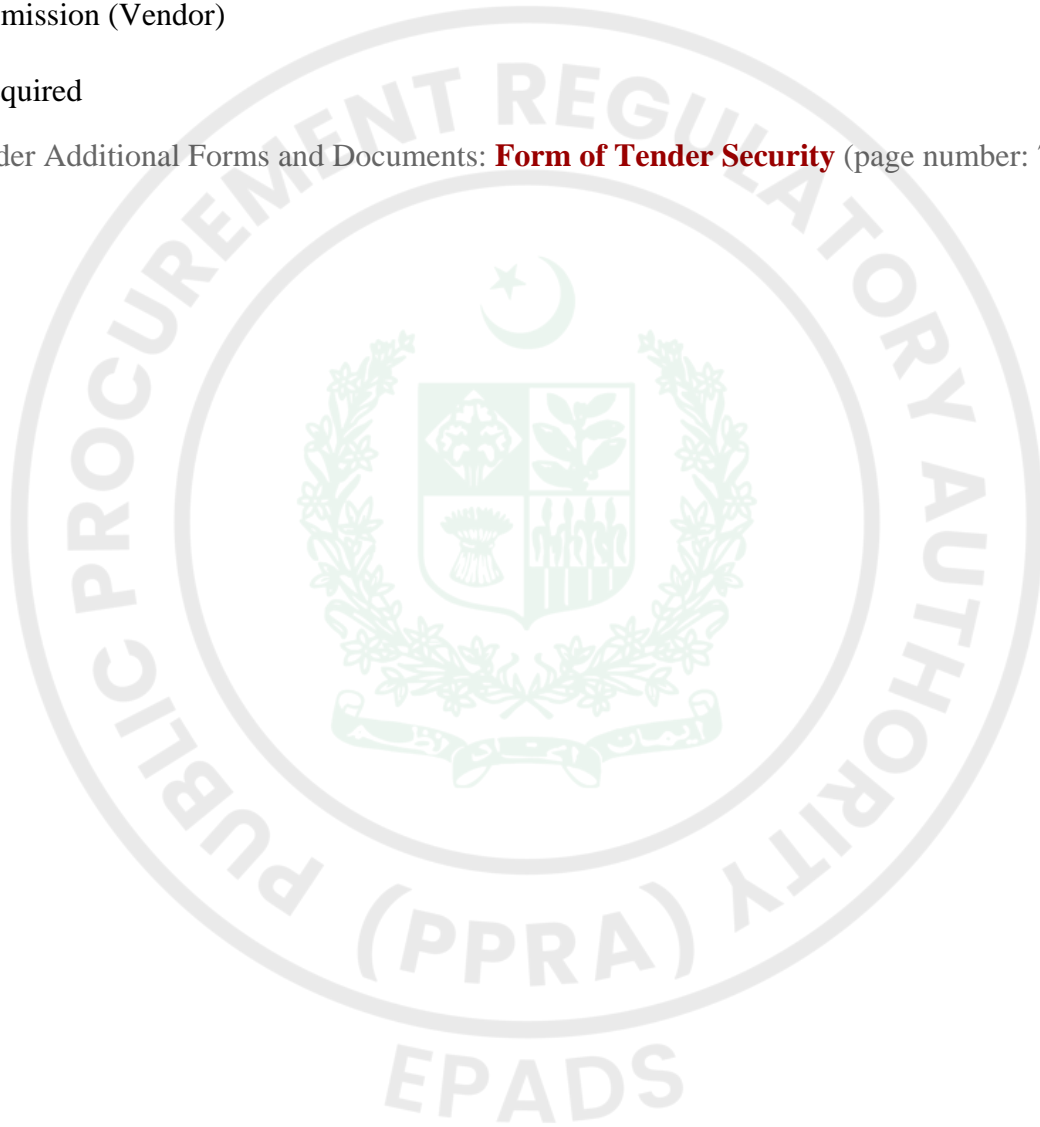
See Form Under Additional Forms and Documents: **Special Conditions of Contract** (page number: 65)

## Form of Tender Security

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form of Tender Security** (page number: 75)





## Procurement Forms

## Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 76)

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 77)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 79)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 80)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 82)





## Additional Forms and Documents

## **1 Examination of Bids and Determination of Responsiveness**

- 1.1 Prior to the detailed evaluation of bids, the Purchaser will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 1.2 A substantially responsive bid is one which (i) unconditional (ii) meets the eligibility criteria; (iii) has been properly signed; (iv) is accompanied by the required Bid Security; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Goods; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 1.3 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 1.4 In case of any grievances, the matter will be dealt as per PPRA clause – 48 by QESCO Grievances and Settlement of Disputes committee.

## **2 Correction of Errors**

- 2.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:
  - (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 2.2 The amount stated in the Form of Bid will be adjusted by the Purchaser 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 Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited hereof.

## **3 Evaluation and Comparison of Bids**

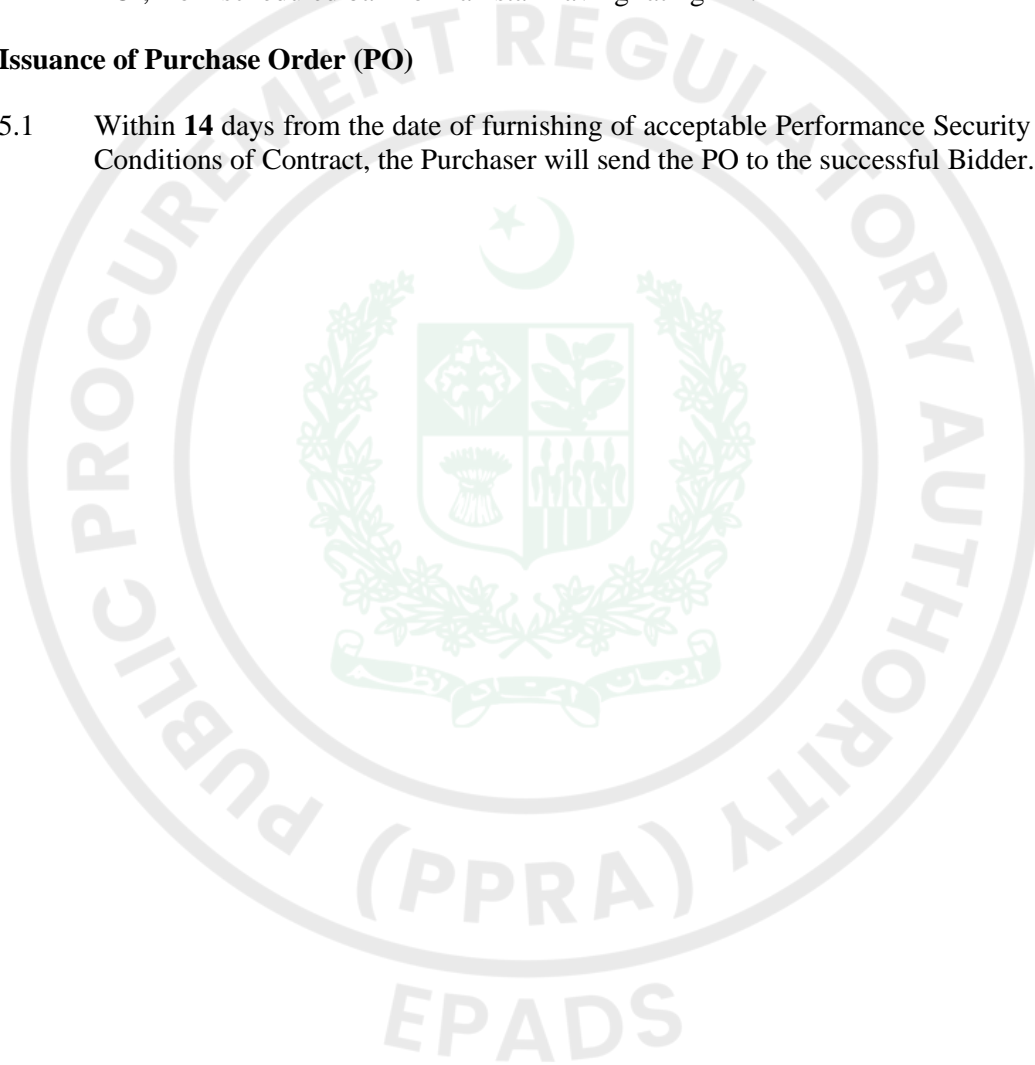
- 3.1 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause-1.
- 3.2 In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
  - (a) Making any correction for errors pursuant to Clause-2
  - (b) Excluding Provisional Sums and the provision, if any, for contingencies; and
  - (c) making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria
- 3.3 The bid must meet the special condition of the supply
- 3.4 The bids will be evaluated on the most advantageous offered prices.

#### **4 Performance Security**

- 4.1 The successful Bidder has to submit the requirement of UDIL Certificate Tier-1 to PITC within 20 days from the date of issuance of LOI and submit the performance guarantee of the amount stipulated in the Bidding Data and the condition of purchase order within 14 days after the issuance of UDIL compliance Tier-1 certificate from PITC.
- 4.2 Failure of the successful Bidder to comply with the requirements of Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 4.3 After the acceptance of UDIL certificate from PITC the successful bidder will submit performance guarantee of an amount equal to 5% of contract price to be intimated in the LOI, from scheduled bank of Pakistan having rating A+.

#### **5 Issuance of Purchase Order (PO)**

- 5.1 Within **14** days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Purchaser will send the PO to the successful Bidder.



## SPECIAL CONDITIONS

- a) This Tender is governed by General Conditions of Contract for Purchase by WAPDA Dated: 12.08.1984 amended to-date & latest Purchase Procedure, Registration Procedure, PPMC Procurement Guidelines / instructions and PPRA Rules 2004 (Amended to-date).
- b) Rate should be quoted inclusive of taxes / duties & 0.5% Inspection Charges (non-reimbursable) but exclusive of Sales Tax on the basis of free delivery at consignee's stores (FCS) i.e., Regional Store QESCO Quetta in local currency without involving any foreign exchange.
- c) Bids having less than 100% of the quantities of tender will not be accepted. The Bid shall be quoted on Signed QESCO prescribed format / Bid Schedule. The conditional bids / rates shall not be accepted.
- d) AMR SMART energy meters should comply with relevant NTDC Design & Standard DDS-60:2020, DDS-98:2011 & DDS-110:2012, IEC Standards 62055-31 for Relay operations (Remote Reconnection / Disconnection) (all amended to date).
- e) The offered AMR energy meters data (through vendor's MDC driver software) must be compliant to Universal Data Integration Layer (UDIL), developed by PITC for multivendor compliance.
- f) The LOI will be issued to most advantageous bidder. The successful bidder has to submit PITC UDIL compliance requirements for Tier-1 Certification to PITC within 20 days of issuance of LOI and obtain UDIL compliance Tier-1 certificate from PITC within 30 days (from the submission of compliance requirements for Tier-I (extendible if both parties agreed), on latest PITC version applicable at the time of issuance of LOI. Failure to submit the requirements to PITC within stipulated time frame shall make the most advantageous bidder non responsive and steps for forfeiture of bid security shall be taken by QESCO. The performance guarantee shall be submitted within 14 days of issuance of UDIL certificate from PITC for Tier-1 , then P.O will be issued.

The UDIL Compliance testing will comprise of two phases /Tiers as under:

**a) UDIL Compliance Testing Tier-1 Certificate:**

In this phase MDCs will be tested for UDIL Compliance as per request Performa submitted by Vendors.

After successful completion of which UDIL Compliance testing Tier-1 certificate will be issued.

**b) UDIL Performance Testing Tier-2 Certificate:**

Tier-2 Certificate will be issued by committee headed by Director (I.T) QESCO whereas Concerned R.M M&T, Concerned S.E (OP) & In charge AMI Cell will be members of the committee, after consultation with PITC once 10% Whole Current Energy Meters are installed and their two (02) successful billing cycles have been performed by the QESCO using the AMI solution.

If the bidder does not possess the prototype approval for the offered material according to relevant DDS and IEC standards (all amended to date), if applicable under WAPDA

approved specification, the bidder shall have to obtain the prototype approval from the office of Chief Engineer (S&S), Lahore before start of mass production. Drawing and prototype samples for prototype testing shall be submitted to Chief Engineer (S&S) NTDC Lahore within 30 days from the date of issuance of purchase order. Delay in offering the prototype beyond 30 days will be considered as delay in delivery and same late delivery charges will be applicable as for delay in supply of goods. All expenses of testing charges will have to be borne by the manufacturer. Any change suggested during prototype testing for compliance of specification shall have to be incorporated without any extra price or claim. If the prototype sample fails, the material shall be improved and re-offered for prototype testing to Chief Engineer (S&S) NTDC, Lahore. The time taken for improvement in samples and resubmission of drawings will not entitle the manufacturer to claim extension in delivery period on this account.

**If prototype fails second time, the firm will be considered Non-Responsive and performance guarantee will be forfeited in favor of QESCO.**

- g) The supplied AMR meters will expose data and services as per specifications laid down in UDIL only. The meter will be created in respective vendors' driver software to expose data and services in compliance with UDIL document. All necessary features for billing and instantaneous data should be compliant in UDIL.
- h) The offered AMR meter should be equipped with minimum one battery along with super capacitor; the battery shall be of lithium thionyl chloride having minimum cumulative capacity of 2000 mAh. A Super capacitor will be required for RTC to maintain date & time.
- i) As the communication security is critical between the smart AMR energy meter and MDC because the data may go through public network where the security and the integrity of the data could be compromised even in private network there are possibility of intrusions that can corrupt and manipulate data. Main reason for secured communication is sensitive data read from or sent through the meter (e.g., consumption of electrical units). The successful bidder will ensure the appropriate security scheme implemented to MDC. The bidder will be required to provide documents mentioning the mechanism for security of data from meter to MDC. The vendor will provide the certificate as per PITC format as under:  
It is certify that primary and derived electrical quantities from MDC schema to UDIL schema will be without any treatment. If any discrepancy is identified, the vendor will be held responsible leading to revalidation of UDIL certificate or cancellation of UDIL as per decision taken jointly by DISCO & PITC.
- j) The successful bidder will be responsible for provision of functionality of software in the meter, security of software programming and re-programming in the field and will provide necessary backup warranty and training to officers/officials of QESCO as recommended in the relevant clauses of NTDC specification DDS-50:2007 / DDS-60:2020. (All amended to date). The successful bidder will ensure the appropriate security scheme implemented to MDC. The bidder will be required to provide documents mentioning the mechanism for security of date from meter to MDC.

Bidder will ensure that date/time of AMR meter will be synchronize with that of MDC and MDC date/time will be synchronized with Network Time Protocol (NTP). PITC will provide NTP server for synchronization of date/time of AMR meter with MDC.

- k) Successful bidder(s) is/are required to provide facility and 2x Laptops / gadget for data retrieval for downloading through meter optical port in case of damage of meter, LCD/ Display wash or any critical issue. Data will be readable only if there is no physical damage

caused to EEPROM. In this regard the bidder shall provide read only software on CD / DVD along with essential accessories to QESCO M&T offices. Each three phase whole current and LT/HT AMR meter should have unique password. The list of meters along-with their passwords is handed over to Manager (MM) for onward distribution to concerned offices

- l) Bidder is bound to provide Read Only complete MDC access and he will certify the same along with Bid. It was decided that MDC GUI based access of vendors will be available at MDM, authenticity of which, agreed by all the participants.
- m) The successful bidder will also provide PC application for meter configuration and mapping along with training to personnel from QESCO AMI cell and M&T for meter configuration and testing prior to its installation in the field.
- n) Communication module used for smart energy meters must be verified and approved by Pakistan Telecommunication Authority (PTA). It should be minimum 3G and must be downward compatible to 2G without changing the SIM. If communication fails on 3G, then the MODEM shall try to automatically connect on 2G and vice-versa.
- o) AMR meter will be unidirectional but programmable for bidirectional by using optical port. Moreover, meter readers should be able to record readings manually for whatever the reasons may be (communication issues) & in whatever the mode (unidirectional or bidirectional) meter is programmed, with ease & in accordance with printed name plate. Both Uni/Bidirectional billing quantities shall be printed on name plate of meter separately as per below mentioned format:

IMPORTANT DISPLAY REGISTERS			
Uni-Directional		Bi-Directional	
Register#	ITEM	Register#	ITEM
5	kWh (Rate A)	6	kWh IMPORT (Rate A) →
6	kWh (Rate B)	7	kWh EXPORT (Rate A) ←
8	kVARh (Rate A)	8	kWh IMPORT (Rate B) →
9	kVARh (Rate B)	9	kWh EXPORT (Rate B) ←
14	CUM MDI (Rate A)	12	kVARh IMPORT (Rate A) →
15	CUM MDI (Rate B)	13	kVARh EXPORT (Rate A) ←
16	Reset No.	14	kVARh IMPORT (Rate B) →
17	Reset Date & Time	15	kVARh EXPORT (Rate B) ←
18	Instantaneous kW	24	CUM MDI IMPORT (Rate A) →
		25	CUM MDI EXPORT (Rate A) ←
		26	CUM MDI IMPORT (Rate B) →
		27	CUM MDI EXPORT (Rate B) ←
		28	Reset No.
		30	Instantaneous kW IMPORT →
		31	Instantaneous kW EXPORT ←

- p) Data consumption shall not exceed 30 MB per month in keep-alive mode.
- q) MDC must support SIM identification, installed in AMR Meter which should be identifiable through UDIL Service.
- r) Vendor may suggest the hardware to support his quoted No of meters for PITC vetting. PITC will provide the facility. And MDC should have the capability to retain minimum 90 days data in its database.
- s) MDC must be capable to handle all number of awarded meters concurrently.
- t) MDC should be able to support retrieval of scheduled metering data as per programmed / configurable interval (e.g 30 Minutes) for AMR meters. AMR meters would be declared muted if the last successful read was before 48 hours. Number of such muted meters shall not be more than 2% at any point upto the warranty period within the system. MDC should be able to retrieve missing data from meters after restoration without compromising system performance also issues regarding error in data or missing data shall be treated as meter mute. As SIMs are to be arranged by QESCO, this information related to best network availability should be

collected from telecom services provider instead of bidder. Missing Read means Missing of schedules and on demand data. Error in data means incomplete/wrong data receiving at MDC. This will be checked through MDM as vendor's MDC will be available at MDM.

- u) In case of number of muted meters exceeds more than 2% as pointed out by Incharge AMI Cell QESCO/PITC, an investigation shall be conducted into the matter and reasons other than declared scheduled communication outage by the Network provider, transformer damages, scheduled load shedding, cable breakdowns and ERO etc., shall be on Bidder's liability. If it is observed that the muted meters ratio is more than 2%, the Supplier will be responsible to take remedial measures which includes but not limited to replacement of such meters, upgradation of software patches etc. or any other remedy proposed by the QESCO. Such enquiries / investigations shall be conducted in liaison with PITC by Deputy Director AMI Cell QESCO, DCM & XEN M&T of Concerned Circle & Vendor headed by Director (I.T) QESCO. The outcome of the investigation proceedings shall be binding upon the Vendor/QESCO for taking remedial action and will be taken in view for the issuance of Project Completion/Acceptance Certificate by the Committee.
- v) The successful bidder is required to configure meters during production for primary & secondary IPs, ports & Wakeup SIM numbers (which will be provided by QESCO/PITC). By default, the AMR meters will be in "keep Alive" Mode and after energizing, these meters will be automatically connected with the MDC & provide required data as per UDIL specifications. Schedule activity will be initially twice a day, having a sampling rate interval of 30 minutes. However, the schedule as well as sampling rate must be configurable.
- w) On demand reading should be retrieved and the response time of On Demand reading should not be more than two minute or any other frequency set by QESCO
- x) In case of any missing scheduled activity, the AMR Meter must communicate any pending readings to the MDC immediately after restoration of supply/ elimination of communication error/ due to any reason/etc.
- y) In case of delay of retrieval of readings beyond two minutes, an investigation shall be conducted into the matter and reasons other than the transformer damages, scheduled load shedding, ERO / disconnection etc., shall be on Bidder's liability. The meters should communicate at Signal Strength of -95dBm to -105dBm. Vendors will get it tested also to the satisfaction of the QESCO. If it is observed that the meter modem signal strength is lower than the one mentioned above, the Supplier will be responsible to replace / repair the meter under warranty. Retry Failure rate should not be more than 5 times. The Time out for each retry should not be more than 30 seconds.

- z) The MDM interface of PITC shall be used. In case of development of QESCO's own MDM in future, the integration of supplied MDC will be carried out by the bidder within the warranty period of MDC. Any change which impacts on the meter's hardware or firmware cannot be made once meters are delivered to QESCO
- aa) As per NTDC Design & UDIL (Amended to-date) but bidder will ensure that such events are successfully being recorded at AMR Meters and MDC level or meter removal, automatically generate request for meter investigation and send to the appropriate system as defined in AMI specifications. Criteria and limits are as under: Stopped meter- if meter voltage and current elements are working properly but meter's billing quantities i.e KWH, KVARH and MDI KW are stopped due to any reason. Inconsistent Constants- If meter's internal multiplying factor is changed due to any reason then its inconsistent constant will be changed.
- bb) For Whole Current Smart AMR Energy Meters system should be capable to carry out command of this requirement should be as per the latest UDIL release. in case of unauthorized load extension on the basis pre-programmed instructions through MDC. Similarly, the system should be able to carry out command of remote disconnection / reconnection in case of default by consumer on the basis of pre-programmed instructions as well as manual command (individual consumer / Group consumers). Generalization of disconnection systems are as follows: -
- a. Disconnection due to Non-Payments:  
Meter shall accept disconnection/reconnection command by backend system remotely as and when required. In case of disconnection initiated by backend system, meter shall not reconnect until it will receive reconnection command from backend system.
  - b. Disconnection due to Load Limiting/Exceeding Sanctioned Load:  
Minimum two different load thresholds against different tariffs (peak/off peak) shall be programmed to activate disconnection/reconnection automatically by the meter and time between disconnection and **reconnection shall also be** programmable. Meter shall have the capability to change load thresholds locally and remotely.
  - c. QESCO shall have provision to enable and disable the feature (Remote disconnect/reconnect for both scenarios) locally by meter software and remotely by head end system. **Further to this in case of disconnection command execution (Individual / bulk AMR meters(s)), the AMR meter(s) will execute the relay command and make the AMR meter(s) into "Keep Alive Mode" the same AMR meter will become into "Non-Keep Alive" mode after execution of (Individual / Bulk AMR meter(s)) reconnection command.**
- cc) The bidder will provide the copy of inspection call to Chief Engineer (MI) PPMC, Lahore to this office in each lots/case.
- dd) The bidder will quote the prices including all taxes and duties and excluding 18% GST on FCS basis. The offered price shall not be escalated for any reason what so ever.
- ee) The inspection charges @0.5% shall be borne by the bidder and the same will be deposited to the accounts of Chief Engineer (MI) PPMC, Lahore.

ff) **Delivery Schedule**

The delivery period will be as below:

Description	Delivery Schedule
Supply of Whole Current AMR Smart Energy Meters	50% within 01 to 60 days or earlier. Remaining 50% within 61 to 120 days or earlier The schedule will be reckoned from the issuance date of Purchase Order or prototype approval whichever is later.

gg) **Consignee:**

The energy meters shall be delivered to QESCO designated stores i.e. Regional Store QESCO Quetta on FCS basis.

hh) All procured AMR Meters will be installed by QESCO under the supervision of authorized representative of successful vendor.

ii) IN-person training sessions can be conducted. However, once training is done, only remote support will be required from the bidder and his responsibilities are as under:

- a. He will deliver the training to QESCO field staff at CIRCLE level regarding installation of AMR Meters, Sims, Checking of Meters Communication status with MDM and change in meter reading display sequence if meter Is programmed to Bi-Directional mode and other relevant training.
- b. He will keep Liaison with QESCO field staff during installation of Meters and rectify all the issues
- c. The services of the Authorized representative are required from successful vendors till the installation of all purchased Meters as well as successful communication with MDM. Smart meters are to be installed by QESCO; however, remote support will be required till the warranty period.

jj) The reading display parameters in normal mode of 3-phase whole current and LT/HT AMR meters shall be programmed by default by the manufacturer as per proforma attached at page No 76 of bidding documents. Furthermore, SIM information should be display on AMR Meter display register i.e., SIM ID, SIM Absent.

1. Special Condition clause kk of tender documents shall remain intact except displaying of SIM No. and No SIM Balance on LCD of SMART Meters
2. Right most eight (08) digits of SIM ID be displayed on the meter LCD

kk) -

ll) The last communication of AMR Meter with MDC should be displayed on meter LCD in normal mode with date and time stamp as last quantity in display sequence.

mm) The voltages and AMPs of each phase shall also be recorded in load profile of 3-phase whole current and LT/HT AMR Smart Energy Meters besides existing registers in channel 1 to 4 as per DDS. Which can be downloaded through data retrieval software. This functionality is required for PC Software only.

nn) Following activities are pre requisite for installation of AMR meters by the successful bidder:

- QESCO will provide Consumers wise details where AMR Meters are to be installed, the bidder is required to conduct the field survey for best network availability on all meters immediately after issuance of LOI and submit the requirement of desired SIMs to AMI CELL QESCO and SIMs will be provided accordingly.
- Meter creation will be on Vendor MDC Software. Page 11 of 38
- Data related to consumer, Meter (removed + New) and at MDC.

**NOTE: All input data will be provided by QESCO wherever required.**

pp). **FAILURES AND TERMINATION:**

- A) If you fail to obtain the prototype approval as per Clause “g” of the special conditions
  - B) Fails to deliver the stores any or all of the Goods or any consignment thereof within specified delivery period in the contract or within any extension thereof granted by the Purchaser and installation in case of Whole Current AMR Smart Energy Meters, the purchaser shall be entitled at his option either: -
    - i) To recover from your liquidated damages levied at the rate of two percent (2%) per month or a fraction thereof subject to a maximum of ten (10%) on the value of undelivered goods: except
      - a) Where undelivered stores hold up use of other stores, liquidated damages shall be levied on the total value of P.O.
      - b) The recovery of liquidated damages mentioned above can be affected from any payment due to you from any unit of QESCO/DISCO’s/PPMC/PITC/NTDC or WAPDA.
    - ii) To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered without canceling the purchase order in respect of the consignment not yet due for delivery or
    - iii) To cancel the procurement at your risk and cost in the event of event of action being taken under (i) or (ii) above, your shall be liable for any loss which the purchaser may suffer on the account, but you shall not be entitled to any gain on repurchase made against the supply order.
  - C) If during the course of execution of purchase order, you are black listed by WAPDA/NTDC /PITC/ QESCO or any other DISCO under PPMC then QESCO may proceed with all or any of the actions detailed below:
    - i) To allow the purchase order to run its course till completed in accordance with terms and conditions of the contract
    - ii) To stop further supplies with or without financial repercussions.
    - iii) To cancel the purchase order with or without reservation or rights.
- Note:** While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under “FORCE MAJEURE” and shall not allow any relaxation in the liquidated damages on the account:
- i. Delay on part of the manufacturer / supplier in the arrangement of raw material;
  - ii. Defect or failure occurring to any machinery or equipment installed at contractor works during the currency of P.O.
- D) If the Supplier fails to perform any other obligation under the Contract.

E) Termination for Insolvency:

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

ppp). **FORCE MAJEURE**

The right of QESCO to terminate the contract, or to claim penalty or liquidated damages shall be subject to the following circumstances, provided as a result of all or any of these events there has been delay in the performance of the contract by the manufacturer or supplier, or

the contract has become incapable of being performed: a) Act of God. b) Act of state, war or any act of the enemy. c) Lock outs, Riots or Civil commotion. Agreed Page 15 of 38 d) Injunction granted by a court of competent jurisdiction not resulting from any fault of the Manufacturer or Supplier. e) Restriction imposed by the Government on the import of any material relating to the manufacture of goods. f) Port delays due to bunker age or lighter age. g) Diversions of supplier by the carrier without any fault or knowledge of the Manufacturer or supplier. Provided further that the Manufacturer or Supplier has given notice to the QESCO within 14-days of the happening of any such event.

qq) **FORFEITURE OF BID SECURITY / GUARANTEE (PERFORMANCE BOND):**

The contracting officer will have the right to blacklist / debar & forfeit the BID Security / Performance Bond.

A) If the contractor:

i) Fails to apply & obtain UDIL Certificate Tier-1 to PITC within stipulated time as per Clause “f” of Special Conditions in addition to all other relevant clauses of bidding documents.

ii) Non approval of prototype sample as per Clause “g” of the special conditions.

iii) fails to supply the goods within the time specified;

iv) Very delayed supply of material resulting in loss to purchaser

v) defective/ bad quality material supplied.

vi) Non replacement of defective material within the warranty period

vii) Non-Provision of back up services / support etc. etc.

viii) refusal to provide testing facilities as per satisfaction of engineer(s)/inspector(s) as per NTDC Specifications

ix) Fails Continuously to ship the inspected material in specified / extended time period

x) Fails continuously to supply / provide / handover the shipping documents in specified / extended time period.

xi) commits any breach of contract.

xii) fails to account for the import license issued on account of the purchaser .

**xiii) fails to account for the raw material secured by the contractor against any license or permit issued on account of the contracting officer.**

xiv) fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of purchase order.

B) For other reasons specified in purchase order by the contracting officer for forfeiting the security deposits.

**If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favor of any other unit of DISCOs / PPMC/PITC/GENCOs / NTDC / WAPDA / QESCO or from any money due to the contractor from any unit of WAPDA / QESCO / DISCOs / PPMC/ PITC/GENCOs / NTDC.**

# FORM OF TENDER SECURITY (Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

Letter by the Guarantor to the Purchaser Employer

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Tenderer) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures): \_\_\_\_\_

Tender Reference No. \_\_\_\_\_ Date of Tender \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the "Purchaser /Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying "Bid numbered dated as above for \_\_\_\_\_ (Particulars of Tender) to the said Purchaser/ Employer; and WHEREAS, the Purchaser / Employer has required as a condition for considering said Bid that the Principal furnish a Bid Security in the above said sum to the Purchaser, conditioned as under:

- (1) that the Tender Security shall remain valid for \_\_\_\_\_ days.
- (2) that in the event of;
  - a) the Tenderer withdraws his Tender during the period of validity of Tender, or
  - b) the Tenderer does not accept the correction of his Tender Price.
  - c) failure of the successful tender to
    - i) furnish the required Performance Security.
    - ii) sign the proposed Contract Agreement/ Acceptance of P.O,

then the entire sum be paid immediately to the said Purchaser as Liquidated Damages and not as penalty for the successful Bidder failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal contract with the said Employer/ Purchaser in accordance with his tender as accepted and furnish within fourteen (14) days of his being requested to do so a Performance Security with good and sufficient surety, as may be required, upon the Form prescribed by the said Employer/Purchaser for the faithful performance and proper fulfillment of the said contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Purchaser/ Employer the said sum stated above upon first written demand of the Purchaser! Employer without cavil or argument and without requiring the Purchaser / Employer to prove or to show grounds or reasons for such demand notice of which shall be sent by the Purchaser / Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Purchaser/ Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligation to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
(Guarantor (Bank))

Witness:

- 1. Signature \_\_\_\_\_
- 2. Name. \_\_\_\_\_
- 3. Title. \_\_\_\_\_

1. \_\_\_\_\_  
(Corporate Secretary (Seal))

2. \_\_\_\_\_  
(Name, Title & Address) (Seal)

\_\_\_\_\_  
(Corporate Guarantor) (Seal)

## Past Experience / Contracts

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

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



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

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

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

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

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

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

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

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

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

## Current Contract Commitments / Contracts in Progress Form

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

## Financial Situation and Performance

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

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

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

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

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

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

### 1. Financial data

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

\* Refer ITA 14 for the exchange rate

### 3. Financial documents

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

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>1</sup> for the *[number]* years required above; and complying with the requirements.

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<sup>1</sup> 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

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

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

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