

Standard Bidding Document

Procurement and Implementation of Off the shelf globally recognized
(Software as a Service ERP) SaaS ERP solution
(Non-Consultancy Services)

National

Single Stage-Two Envelope

CORRIGENDUM # 1	CORR-P13649-001
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March 30, 2026

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Table of Contents

Instructions to Bidders	3
Bid Data Sheet	25
Bids Data Sheet (BDS)	26
Eligibility Criteria	31
Evaluation Criteria	32
Required Services	34
Related Services :	34
Services Specifications	35
Scope of Work	36
Price Schedule	39
General Conditions of Contract	41
Special Conditions of Contract	51
Bid Securing Declaration	57
Contract Form	59
Integrity Pact	62
Performance Guarantee Form	64
Annexure	66
INTRODUCTION - OBJECTIVE -INVITATION T - INSTRUCTIONS TO BIDDERS67D BID - SCOPE OF V	
Procurement Forms	68
Additional Forms and Documents	71

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Pakistan LNG Limited (PLL) (Pakistan LNG Limited (PLL))** has reserved Funds for the procurement planned for FY **2025-26**. The **Pakistan LNG Limited (PLL) (Pakistan LNG Limited (PLL))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“Procurement and Implementation of Off the shelf globally recognized (Software as a Service ERP) SaaS ERP solution”**
2. The **Pakistan LNG Limited (PLL) (Pakistan LNG Limited (PLL))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft** or Bid Securing Declaration on the prescribed format described.
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. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, April 6, 2026 03:00 PM**. E-bids will be opened on the same day at **Monday, April 6, 2026 03:30 PM**. 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 also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services 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. Fraud & Corruption

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. 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,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

1. Contents of Standard Bidding Document

1.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I - Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraud & Corruption

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

1.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

2. Clarifications

2.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

2.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

2.3. 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 8** .

2.4. 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 bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document 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 8** .

2.6. 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, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

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

bid:

- 2.6.1. evaluation & qualification criteria;
- 2.6.2. required scope of work or specifications;
- 2.6.3. all securities requirements;
- 2.6.4. tax requirements;
- 2.6.5. terms and conditions of bidding documents; and
- 2.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

3. Amendment of Bidding documents

3.1. 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 addendum.

3.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

3.3. 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:

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 bid submission deadline.

C. Preparation of Bids

1. Documents Constituting the Bids

1.1. The bids prepared by the bidders shall constitute the following components: -

1.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

1.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

1.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

1.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

1.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

1.1.6. Any other document required in the BDS.

2. Documents Establishing Eligibility of the Services and Conformity to bidding documents

2.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

2.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

3. Documents Establishing Eligibility and Qualification of the Bidder

3.1. Pursuant to ITB 8, 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.

3.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

3.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

3.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

3.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

4. Form of Bid

4.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

5. Bids Prices

5.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

5.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

5.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

5.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

5.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

6. Price Adjustment

6.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

6.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

6.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.

7. Bids Currencies

7.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

8. Bid Validity Period

8.1. Bid(s) 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 bid securing

declaration as the case may be.

9. Bid Security or Bid Securing Declaration

9.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

9.2. 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 17.5

9.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

9.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

9.4.1. the expiry of the Bid Security;

9.4.2. 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 bidding document;

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

9.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

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

9.5.1. if a bidder:

9.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

9.5.1.2. does not accept the correction of errors pursuant to ITB 26; or

9.5.2. in the case of a successful bidder fails:

9.5.2.1. **to sign the contract in accordance with ITB 32; or**

9.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

9.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

10. Alternative Bids by Bidders

10.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

10.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

11. Withdrawal, Substitution, and Modification of Bids

11.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

12. Format and Signing of Bids

12.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

12.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

1. **Submission of Bids through EPADS v2.0 before Dead deadline**

1.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

1.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

1. **Opening & Evaluation of Bids by the Procurement Cell**

1.1. As per Rule 10 of Public Procurement Rules, 2025
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2025)

2. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

2.1. As per Rule 11 of Public Procurement Rules, 2025
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up

to two billion rupees)

3. **Third Party Validation**

3.1. **In compliance with Rule 12** of Public Procurement Rules, 2025, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

4. **External Bid Evaluation Committee**

4.1. **As per Rule 13 of Public Procurement Rules, 2025**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

5. **Opening of Bids**

5.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

5.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

5.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

5.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

6. **Confidentiality**

6.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

6.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

7. Preliminary Examination of Bids

7.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

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

7.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

7.1.3. is accompanied by the required securities; and

7.1.4. is substantially responsive to the requirements of the bidding document.

7.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

7.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

8. Examination of Terms and Conditions, Technical Evaluation

8.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been

met without material deviation or reservation.

8.2. 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 21**, it shall reject the bids.

9. Correction of Errors

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

9.1.1. 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;

9.1.2. 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

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

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

9.2. 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 that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17**.

10. Conversion to Single Currency

10.1. As per Rule 30(2) of Public Procurement Rules, 2004.

11. Evaluation of Bids

11.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive, pursuant to **ITB 24**.

11.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

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

11.4. The Procuring agency evaluation of a bid will take into account:

11.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

11.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 26**;

11.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 27**;

11.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

11.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

12. Determination of Most Advantageous Bids

12.1. 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.

13. Abnormally Low Financial Bids

13.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

13.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

13.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

14. Rejection of Bids

14.1. As per Rule 33 of Public Procurement Rules, 2004

15. Cancellation of procurement

15.1. As per Rule 46 of Public Procurement Rules, 2025

16. Single Responsive Bid

16.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 38(b) of Public Procurement Rules, 2004.

17. Alternate Dispute Resolution (ADR)

17.1. As per Rule 66 of Public Procurement Rules, 2025

18. Arbitration Clause

18.1. (Appointing Authority for the Arbitrator shall be Chief Justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

19. Fee of the Arbitrator

19.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

20. Socio-economic development

20.1. As per Rule 63 of Public Procurement Rules, 2025, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

21. Environmental objectives

21.1. As per Rule 64 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

1. Appointment of Contract Manager

1.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2004.

2. Criteria of Award

2.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

3. Procuring Agency's Right to reject All Bids

3.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

3.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

4. Procuring Agency's Right to Vary Quantities at the Time of Award

4.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

5. Notification of Award

5.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

5.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

5.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

6. **Signing of Contract**

6.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

7. **Performance Guarantee**

7.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

7.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

8. **Advance Payment**

8.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

9. **Arbitration**

9.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

10. **Corrupt & Fraudulent Practices**

10.1. 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.

G. **Grievance Redressal & Complaint Review Mechanism**

1. **Constitution of Grievance Redressal**

1.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.

2. **GRC Procedure**

2.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 20 and Redressal of Grievance Regulations, 2022

H. **Blacklisting/ Debarment**

1. **Procedure for Blacklisting/Debarment**

1.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19(3) of Public Procurement Rules, 2004.



Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	<p>Name of Procuring Agency:Pakistan LNG Limited (PLL) (Pakistan LNG Limited (PLL))</p> <p>The subject of procurement is:Procurement and Implementation of Off the shelf globally recognized (Software as a Service ERP) SaaS ERP solution</p> <p>Expected commencement date: Friday, May 15, 2026</p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency:2025-26</p> <p>Name and identification number of the Contract: P13649</p>
3.	4.6	<p>JV/Consortium or Association Allowed: No</p> <p>Number of JV/Consortium Members: Nil</p>
B. Bidding Documents		

4.	7.1	The Bidders may seek clarifications through EPADS v2.0 : Clarification Date: Tuesday, March 31, 2026
5.	8.1	Any addendum, in case issued, shall be published on Pakistan LNG Limited (PLL) (Pakistan LNG Limited (PLL)) website and on EPADS v2.0 .
6.	9.1	<p>List of documents required along with the bid:</p> <ol style="list-style-type: none"> 1. 1. Certificate of incorporation, company profile, list of ERP projects with year of execution 2. 2. Project completion certificates, client references, purchase orders / contracts 3. OEM authorization letter, partner certificate from ERP manufacturer 4. Completion certificates or Award letters or Contracts issued by public sector organization 5. Audited Financial Statements for 3 years. 6. CVs of proposed team members clearly indicating ERP implementation experience 7. Valid certification issued by ERP OEM 8. OEM architecture document, SaaS compliance certificate, product technical document 3. OEM product roadmap /
7.	11.1	<p>The qualification criteria to establish the supply / production capability of the bidder.</p> <p><i>see Eligibility Criteria</i></p>
8.	7.6	<p>Services and Their related documents:</p> <p><i>See section Required Services and Scope of Work</i></p>

9.	13.1 & 13.2	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	7.6.2	Specifications: <i>see section of specifications.</i>
C. Preparation of Bids		
11.	13.5	The price shall be Fixed .
12.	15.1	Currency of the Bids shall be : PKR
13.	16.1	The Bids/Bid Validity period shall be: 120 Days
14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6 The Bid Security shall be in the form of: Pay Order, Banker's Cheque, Call at Deposit, Demand Draft
15.	17.3	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.
16.	18.1	Alternative Bids to the requirements of the bidding documents willnot be permitted.
D. Submission of Bids		

17.	21.1	<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>09th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad Capital Territory</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: Monday, April 6, 2026 03:00 PM</p>
E. Opening and Evaluation of Bids		
18.	26.1	<p>The Bids opening shall take place on EPADS v2.0</p> <p>Day : Monday</p> <p>Date: Monday, April 6, 2026</p> <p>Time : 03:30 PM</p>
19.	32.1	<p>Selection technique adopted will be: Quality and Cost Based Selection (QCBS) <i>see Evaluation Criteria</i></p>
F. Award of Contract		
20.	49.1	<p>The Performance guarantee shall: 10.00%.</p> <p>The Performance Guarantee shall be acceptable in the form of: Pay Order, Banker's Cheque, Call at Deposit, Demand Draft</p>
21.	51.1	<p>Arbitrator shall be appointed by mutual consent of the both parties.</p>

G. Review of Procurement Decisions

22.	53.1	Grievence against this procurement shall be submitted online on EPADS v2.0.
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Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	FBR (NTN)
Sole Proprietorship	FBR (GSTN)
Partnership Firm	SECP
Company (Private Limited)	Registrar of Firms

Eligibility Criteria	Document
a. Form of Bid, on bidders' letter head, with signatures and official stamp is not uploaded on EPADS.	Yes
b. Bid bond is not submitted on or before the bid submission date.	Yes
c. Bids must contain a Certificate of Incorporation, Company/Firm's Registration Certificate, SECP registration, etc. (whichever is applicable).	Yes
d. Bids submitted without Tax authorities' registration certificates and bidder not appearing on Active Taxpayer list of FBR.	Yes
e. Bid having not fully filled-in/quoted price schedules.	No
f. Bid is un-signed, partial, conditional, alternative.	Yes
g. Bidder has been found blacklisted during evaluation stage or prior to the award of contract.	No
h. Multiple bid submissions, either jointly or severally, shall render the bidder disqualified.	No

i. Bidder(s) engages in corrupt or fraudulent practices during the process.	Yes
j. An affidavit is not submitted to the effect that bidder is an independent company/firm, and not the agent, subsidiary, or holding of any company/firm having a business relationship with PLL in any manner whatsoever.	Yes
k. A Gartner Magic Quadrant for Cloud ERP report ranking the Off the shelf globally recognized SaaS ERP solution as market leader must be attached with proposal.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	70
Technical Evaluation Criteria	
Years of relevant experience in implementation of Tier-2 ERP solutions (1.5 mark per year; max 10) Certificate of incorporation, company profile, list of ERP projects with year of execution (Quantitative)(Doc Required) 1.5 marks per implementation with a max cap of 10 amrks (10)	10
Number of successful Tier-2 / SaaS ERP implementations completed by the bidder (1 marks per project; max 30) - Project completion certificates, client references, purchase orders / contracts (Quantitative)(Doc Required) 0 to 30 (30)	30

<p>Official implementation/service provider status certified of Off the shelf globally recognized SaaS ERP solution - OEM authorization letter, partner certificate from ERP manufacturer (Quantitative)(Doc Required)</p> <p>0 to 10 (10)</p>	10
<p>Public Sector Experience (2 marks per company, Max-10) - Completion certificates or Award letters or Contracts issued by public sector organization (Quantitative)(Doc Required)</p> <p>0 to 5 (10)</p>	10
<p>Average annual turnover of PKR 80 million or above over last 3 years (PKR 80 or more = 10 marks, PKR 30 to 80 = 5 marks, less than PKR 30 million = 2 marks) - Audited Financial Statements for 3 years. (Quantitative)(Doc Required)</p> <p>0 to 80 Million or above (10)</p> <p>30 to 70 Million (5)</p> <p>less then 30 Million (2)</p>	10
<p>Tier 2 Technical & Functional Resource (1 Marks Per Resource) (Max Marks 05) - CVs of proposed team members clearly indicating ERP implementation experience (Quantitative)(Doc Required)</p> <p>0 to 5 (5)</p>	5
<p>Certified Tier 2 ERP Resources (2 Marks Per Resource) (Max Marks 10) - Valid certification issued by ERP OEM (Quantitative)(Doc Required)</p> <p>0 to 5 (10)</p>	10

<p>True multi-tenant SaaS architecture with OEM-managed infrastructure including DR, patching, security, upgrades and scalability- OEM architecture document, SaaS compliance certificate, product technical documentation (Quantitative) (Doc Required)</p> <p>0 to 10 (10)</p>	10
<p>Availability of OEM-managed product upgrades, patches, and enhancements delivered as part of the SaaS subscription model- OEM product roadmap / (Quantitative)(Doc Required)</p> <p>0 to 5 (5)</p>	5

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
<p>Procurement and Implementation of Off the shelf globally recognized (Software as a Service ERP) SaaS ERP solution</p>	<p>Address: 09th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad Capital Territory</p> <p>Schedule: 120 Days Quantity: 1</p>	1	25000

Related Services :

Yes

Position	Related Services
Procurement and Implementation of Off the shelf globally recognized (Software as a Service ERP) SaaS ERP solution	available in Scope of Work

Services Specifications

Positions Without Lots :

Position: Procurement and Implementation of Off the shelf globally recognized (Software as a Service ERP) SaaS ERP solution

Specifications / Requirements:

The successful bidder shall supply the following: Implement an integrated Enterprise Resource Planning (ERP) solution to support key back-office functions at Pakistan LNG Limited. Enhance financial transparency, operational efficiency, internal controls, and regulatory compliance through standardized and automated processes. Number of Users: 8 main users and 13 limited access general users.

A. Financial Management

- o Configuration and implementation of core financial modules, including:
 - o General Ledger
 - o Accounts Payable
 - o Accounts Receivable
 - o Cash and Bank Management
 - o Budgetary Controls
 - o Enable real-time financial visibility and multi-dimensional reporting.
 - o Support statutory, regulatory, and management reporting requirements (IFRS based).
 - o Establish robust financial controls to ensure accuracy, auditability, and compliance.
 - o Report on Amendment in PLL's existing Finance Manual and procurement control processes and workflows to bring them in line with ERP best practices.

B. Procurement Management

- o Implement end-to-end procure-to-pay processes, including:
 - o Vendor master data management
 - o Purchase requisitions and approvals
 - o Purchase orders
 - o Goods receipt and invoice processing
 - o Configure approval workflows and authorization hierarchies.
 - o Vendor withholding tax deductions and reporting.
 - o Ensure transparency and compliance with internal policies and applicable procurement regulations.

C. Fixed Assets Management

- o Implement asset lifecycle management covering:
 - o Asset capitalization and classification
 - o Automated depreciation calculations
 - o Asset transfers, revaluations, and disposals
 - o Maintain accurate and auditable fixed asset registers.
 - o Integrate asset accounting with the financial management system.

D. HR Management

- o

Implement payroll processing capabilities, including:

- o Employee master data management
- o Salary structures, allowances, and deductions
- o Payroll calculation and processing
- o Integrate payroll postings with financial accounting.
- o Calculation and reporting of income tax
- o Employee benefits calculation and reporting (incl. Leave Encashment, Provident Fund and Gratuity Fund, EOBI etc.)
- o Employee Expenses management (TA/DA, Medical, Mobile, Fuel etc).
- o Leave management.

Scope of Work

The successful bidder shall supply the following:

Implement an integrated Enterprise Resource Planning (ERP) solution to support key back-office functions at Pakistan LNG Limited.

Enhance financial transparency, operational efficiency, internal controls, and regulatory compliance through standardized and automated processes.

Number of Users: 8 main users and 13 limited access general users.

1. Financial Management

- Configuration and implementation of core financial modules, including:
 - o General Ledger
 - o Accunts Payable
 - o Accunts Receivable

- Cash and Bank Management
- Budgetary Controls
- Enable real-time financial visibility and multi-dimensional reporting.
- Support statutory, regulatory, and management reporting requirements (IFRS based).
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 - Salary structures, allowances, and deductions
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- ○ Integrate payroll postings with financial accounting.
- Calculation and reporting of income tax
- Employee benefits calculation and reporting (incl. Leave Encashment, Provident Fund and Gratuity Fund, EOBI etc.)
- Employee Expenses management (TA/DA, Medical, Mobile, Fuel etc).
- Leave management.

Price Schedule

For Individual Positions

#	Position 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

1.1.1. "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;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, 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 Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

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

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

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

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

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

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor 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.

4. **Notices**

4.1. 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.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

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

6.1. 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 Contractor may be taken or executed by the officials specified in the SCC.

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

1. **Effectiveness of Contract**

1.1. 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.

2. Commencement of Services

2.1. The Contractor 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.

3. Program schedule

3.1. Before commencement of the Services, the Contractor 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.

4. Starting Date/Expiration Date

4.1. The Contractor 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.

4.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

5. Entire Agreement

5.1. 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.

6. Modification

6.1. 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 modification(s) or variation(s) made by the other Party.

6.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

7. Force Majeure

7.1. Definition

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

7.2. 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.

7.3. Extension of Time

Any period within which a Contractor 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.

7.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor 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.

8. Termination

8.1. 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 Contractor 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);

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

8.1.2. If the Contractor becomes (or, if the Contractor 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;

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

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

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

8.2. By the Contractor

The Contractor 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.

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

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

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

8.2.4. 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 Contractor's notice specifying such breach.

C. Obligations of the Contractor

1. General

1.1. Standard of Performance

1.1.1. The Contractor shall perform the Services 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 Contractor 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;

1.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

1.2. Law Applicable to Services

The Contractor shall perform the Services 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.

2. Conflict of Interests

2.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor 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 Contractor 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.

2.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

2.3. 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:

2.3.1. 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;

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

2.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

3. Insurance to be Taken Out by the Contractor

3.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, 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.

4. Contractor's Actions Requiring Procuring Agency's Prior Approval

4.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

4.1.1. appointing such members of the Personnel not provided by the Contractor;

4.1.2. changing the Program of activities; and

4.1.3. any other action that may be specified in the SCC.

5. Reporting Obligations

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

6. Liquidated Damages

6.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

6.2. 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 Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

6.3. Lack of performance penalty

If the Contractor 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 Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

7. Performance Guarantee

7.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

7.2. 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.

7.3. 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**.

7.4. 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**.

8. Sustainable Procurement

8.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

1. Description of Personnel

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

2. Removal and / or Replacement of Personnel

2.1. 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 Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

2.2. 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 Contractor 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.

2.3. The Contractor 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

1. Change in the Applicable Law

1.1. 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 Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor 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.

2. Services and Facilities

2.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

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

F. Payments to the Contractor

1. Contract Price

1.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

2. Terms and Conditions of Payment

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

2.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor 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 Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

3. Quality Control Identifying Defects

3.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor 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.

4. Correction of Defects, and Lack of Performance Penalty

4.1. The Procuring Agency shall give notice to the contractor 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.

4.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

4.3. If the contractor 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 contractor will pay this amount, and a Penalty for Lack of Performance.

5. Settlement of Disputes Amicable Settlement

5.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6. Dispute Settlement

6.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Definitions</p> <p>The Procuring Agency is: Pakistan LNG Limited (PLL) (Pakistan LNG Limited (PLL)), Senior Administrative Officer 09th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad Capital Territory</p> <p>The Supplier is:</p> <p>The title of the subject procurement is: Procurement and Implementation of Off the shelf globally recognized (Software as a Service ERP) SaaS ERP solution</p>
GCC 2	<p>Applicable/Governing Law:</p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
GCC 3	<p>Language:</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 English.</p>

<p>GCC 4</p>	<p>Notices:</p> <p>The addresses for the notices are:</p> <p>Procuring Agency:</p> <p>Pakistan LNG Limited (PLL) (Pakistan LNG Limited (PLL)),Senior Administrative Officer 09th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad Capital Territory +92-333-564-4035 mushtaq.ahmed@paklng.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>GCC 6.1</p>	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency:</p> <p>Pakistan LNG Limited (PLL) (Pakistan LNG Limited (PLL)),Senior Administrative Officer 09th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad Capital Territory +92-333-564-4035 mushtaq.ahmed@paklng.com</p> <p>For the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>
<p>GCC 7</p>	<p>Effectiveness of the contract</p> <p>The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties</p>
<p>GCC 8</p>	<p>Commencement of Contract:</p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>

<p>GCC 10.2</p>	<p>Expiration of Contract:</p> <p>The time period shall be</p>
<p>GCC 14</p>	<p>Termination</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>GCC 16</p>	<p>Conflict of Interest:</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>GCC 20</p>	<p>Liquidated Damages</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 0.10% to 10.00% of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.</p>
<p>GCC 21</p>	<p>Performance Guarantee:</p> <p>The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit, Demand Draft</p>
<p>GCC 27</p>	<p>Currency of Payment:</p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>
<p>GCC 28</p>	<p>Payment terms:</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>

GCC 29**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.

Delivery & Documents

All price in PKR* Sr No Description Qty Unit Price (excl. Tax) GST Unit Price (incl. Tax) Total Cost A Implementation Cost B Software Subscription Cost C Partner Support Cost (1st year)

The software price can be quoted in USD but for evaluation purposes the Weighted Average Rate quoted by State Bank of Pakistan on the day of financial Bid opening will be used.

Note: Bidder with lowest total price will be considered as financially compliant bidder. The payment terms will be as follows: Subscription will be paid upon provisioning of instance. Pakistan LNG Limited will make payment according to the following implementation milestones: • Mobilization – 40% • User Acceptance Testing (UAT) – 30% • Go-Live – 30%

All prices shall be quoted in relevant currencies including all taxes. Bid validity will be 120 days after the submission of proposals. All payments as agreed shall be less any Government taxes which Pakistan LNG Limited (PLL) is required to deduct by law. The payment shall be made in Pak rupees.

Partner Support cost to be quoted for 1st year, for relevant functional support during the first year. This cost will be applicable after Go-live and cover the year after Go-Live.

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.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

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



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P13649**

To: **Pakistan LNG Limited (PLL) (Pakistan LNG Limited (PLL)), Senior Administrative Officer 09th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad Capital Territory**

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 **Pakistan LNG Limited (PLL) (Pakistan LNG Limited (PLL)), Senior Administrative Officer 09th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad Capital Territory**

(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., **Procurement and Implementation of Off the shelf globally recognized (Software as a Service ERP) SaaS ERP solution (PI3649)** 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: **Pakistan LNG Limited (PLL) (Pakistan LNG Limited (PLL)), Senior Administrative Officer 09th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad Capital Territory**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



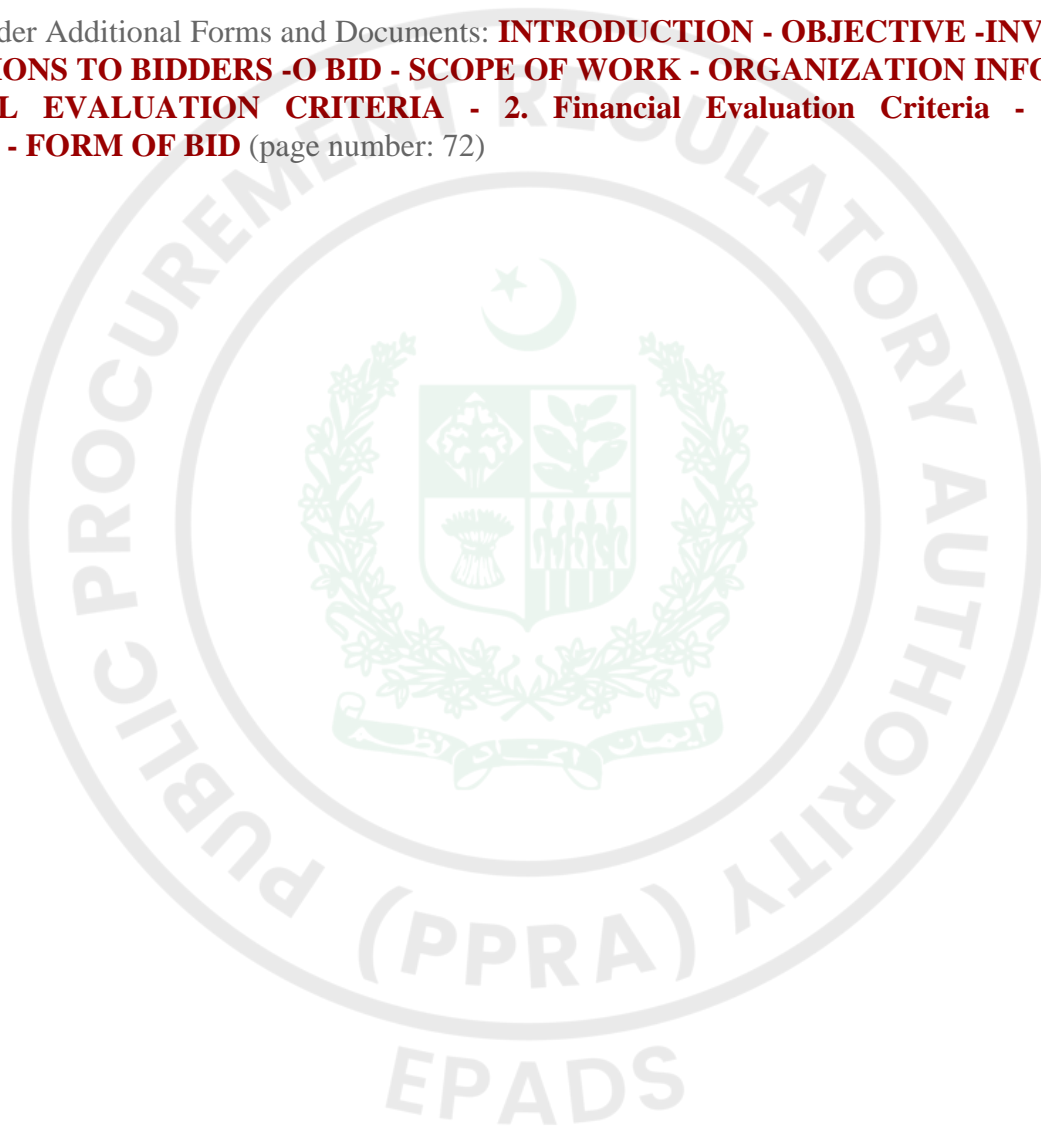
Annexure

INTRODUCTION - OBJECTIVE -INVITATION T - INSTRUCTIONS TO BIDDERS -O BID - SCOPE OF WORK - ORGANIZATION INFORMATION -TECHNICAL EVALUATION CRITERIA - 2. Financial Evaluation Criteria - FINANCIAL PROPOSAL - FORM OF BID

The bidding documents are attached only for information.

Upload Document

See Form Under Additional Forms and Documents: **INTRODUCTION - OBJECTIVE -INVITATION T - INSTRUCTIONS TO BIDDERS -O BID - SCOPE OF WORK - ORGANIZATION INFORMATION - TECHNICAL EVALUATION CRITERIA - 2. Financial Evaluation Criteria - FINANCIAL PROPOSAL - FORM OF BID** (page number: 72)





Procurement Forms







Additional Forms and Documents

PAKISTAN LNG LIMITED

Bidding Document

for

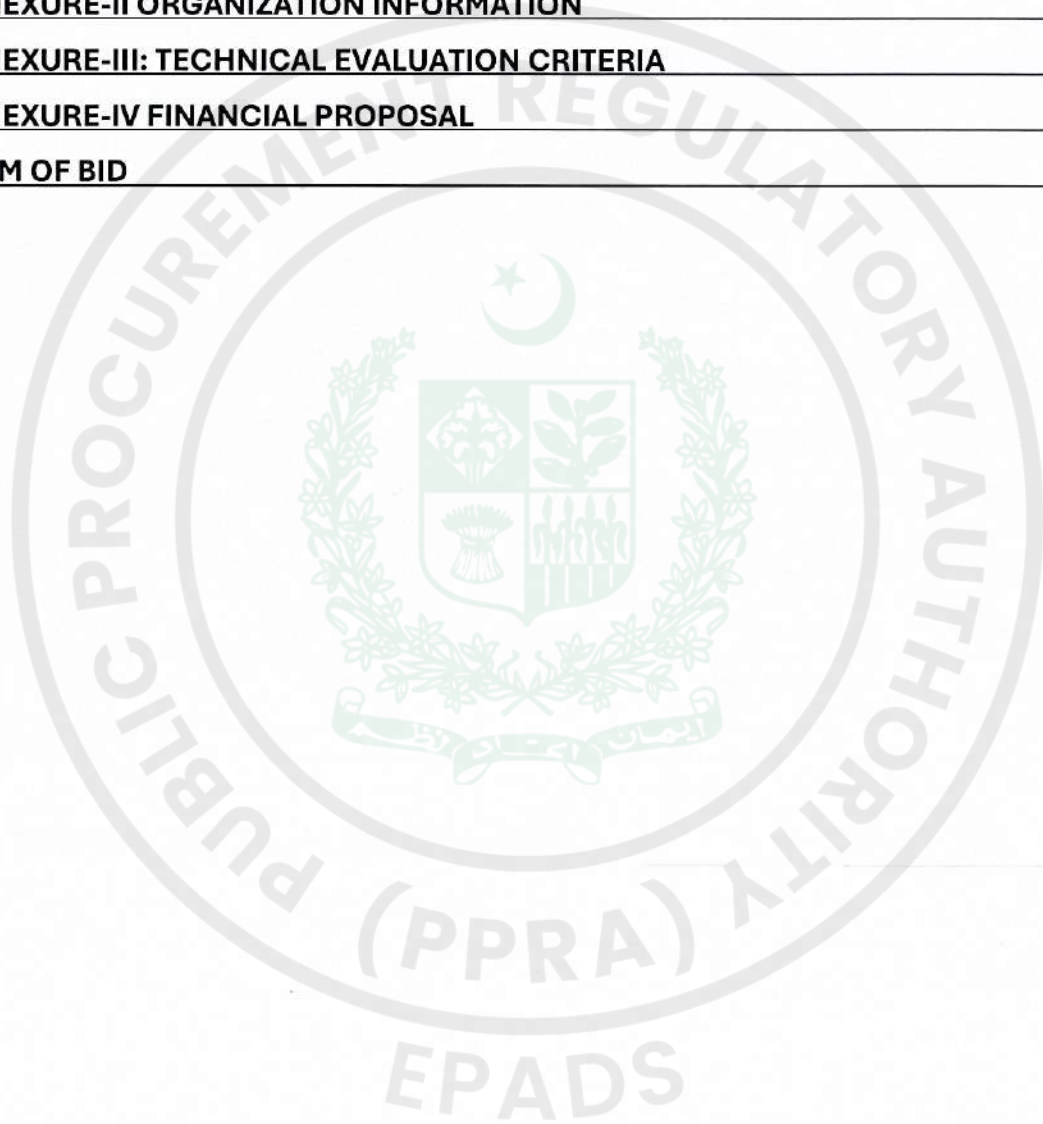
**Procurement and Implementation of Off the shelf globally recognized
(Software as a Service ERP) SaaS ERP solution**

Tender No: PLL/Fin-003/2026-01
Bid Submission: 6th April 2026 at 03:00 p.m.
Bid Opening: 6th April 2026 at 03:30 p.m.



TABLE OF CONTENTS

INTRODUCTION	3
OBJECTIVE	3
INVITATION TO BID	4
INSTRUCTIONS TO BIDDERS	5
ANNEXURE-I: SCOPE OF WORK	10
ANNEXURE-II ORGANIZATION INFORMATION	12
ANNEXURE-III: TECHNICAL EVALUATION CRITERIA	13
ANNEXURE-IV FINANCIAL PROPOSAL	16
FORM OF BID	17



INTRODUCTION

This Tender Document is issued for the procurement and implementation of Off the shelf globally recognized SaaS ERP solution to upgrade the organization's existing ERP system.

Authorized and reputable suppliers are invited to submit proposals for the supply of product, installation, implementation, end user training and to provide services after post implementation.

OBJECTIVE

The objective of this tender is to procure and implement of Off the shelf globally recognized SaaS ERP solution as an integrated Enterprise Resource Planning (ERP) solution to automate key business processes, thereby reducing manual intervention and enhancing data accuracy and system controls.

The implementation aims to establish standardized and auditable workflows across all relevant functions, strengthen compliance with applicable regulatory and statutory requirements, and enable robust real-time analytics and reporting for informed decision-making. Furthermore, the system will facilitate seamless interdepartmental coordination through a unified platform, in full compliance with applicable PPRA rules and prescribed technical requirements.



INVITATION TO BID

1. Pakistan LNG Limited (hereinafter referred to as “PLL” or the “Company”) invites bids through EPADS for the procurement and implementation of an Off-the-Shelf globally recognized Software-as-a-Service (SaaS) ERP solution.
2. A single-stage two-envelope process will be adopted where the bidders are required to submit their bids in accordance with this Bid Document.
3. The bidders may download the tender document from the Company’s website i.e. www.paklng.com, PPRA website or EPADS i.e. <https://eprocure.gov.pk>.
4. The Bids shall be uploaded in PDF format on EPADS portal i.e. <https://eprocure.gov.pk> on or before 6th April 2026 at 03:00 p.m. Bids will be opened at 03:30 p.m. on the same day at PLL’s office 9th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad. Bidders’ authorized representative(s) will be allowed to attend the bid opening.
5. Bidders are requested to go through ‘**Instruction to Bidders**’ to acquaint themselves with the details of the bidding process including the Company’s correspondence details, bid submission deadline, bid opening date, bid validity, deviations, and technical and financial bid submission details. Bids are to be submitted in accordance with the procedure as set out in the Bid Document.
6. The Bidder must be registered with FBR for the GST and Income tax, if applicable.
7. PLL reserves the right to accept/reject any or all bids or to annul the bidding process in its entirety without assigning any reason and without assuming any liability as per Rule 33(1) of PPRA Rules.
8. The Bidder must provide information on its postal address, telephone number, fax number, NTN number, sales tax registration number, email address, and names of the key person(s) in their organization.
9. This letter is not to be construed in any way as an offer of contract. In case of award of contract, this bid may, however, form the basis for a contract between Bidder and PLL.

Sincerely,

Head of HR & Administration
Pakistan LNG Limited,



INSTRUCTIONS TO BIDDERS

The objective of “**Instructions to Bidders**” is to provide bidders information to submit bids in response to this Bidding Document (BD) according to the requirements defined in this BD and in the same order/sequence as set forth in this BD. Bidders are required to fulfill the below requirements for their bids:

- 1) Bidders must submit their technical and financial bids in PDF format on EPADS on or before the bid closing deadline.
- 2) For the sake of clarity, it may be noted that single stage two envelope procedure will be adopted. The bidders are required to prepare their bids in accordance with this Bid Document and the same shall be uploaded on EPADS before closing deadline
- 3) Original Bid Bond in form of a Demand Draft/Pay Order/Call Deposit Receipt equivalent to PKR 25,000/- drawn in favor of “**Pakistan LNG Limited**” shall be submitted on or before the bid submission date at PLL’s Office 9th Floor Petroleum House, Ataturk Avenue G-5/2, Islamabad, otherwise bid will be rejected. A copy of the Demand Draft/Pay Order/Call Deposit Receipt should be uploaded on EPADS as well.
- 4) The Bid Bond of unsuccessful Bidders will be returned within 15 days after the announcement of evaluation results on PPRA website. The Bid Bond of successful Bidders will be returned within five days of the issuance of Performance Bond. The Bid Bond will be forfeited in case the SUCCESSFUL BIDDER fails or delays accepting the fully termed purchase order (i.e. submission of Performance Bond).
- 5) Selected bidder must submit Performance Bond of 10% of Bid value in favor of Pakistan LNG Limited in the form of Pay Order before signing of Contract within 10 days of issuance of purchase order.
- 6) Each bidder shall submit only one bid; multiple submissions of bids shall render the bidder disqualified.
- 7) The bidder will have to comply with all laws applicable in Islamic Republic of Pakistan.
- 8) Bid Validity will be 120 days after the submission of proposals.
- 9) The bid bond may be forfeited in case of the occurrence of any of the following:
 - a) Bidder withdraws its bid before the bid validity date.
 - b) Bidder fails to extend the validity period of the bid bond to match any extension of the bid validity date in accordance with the terms and conditions of this BD.
- 10) The bidders will submit their bid in accordance with the terms and conditions of the BD. All the pages of the Technical & Financial bids may be sequentially numbered.
- 11) A prospective bidder seeking clarification on the bid documents should seek such clarification via EPADS at least one week prior to the bid submission deadline. Responses to such requests for clarification will be provided to all bidders in writing through EPADS.
- 12) Bids must be uploaded on EPADS on or before the Bid Closing Date and Time specified in Bid Data Sheet.
- 13) Within the original validity of the bids, PLL may request the bidders to extend their bid validity for another period not exceeding the original bid validity. The bidder who

chooses not to extend their bid validity as may be required by PLL; bid will be deemed withdrawn, and their bid bond shall be returned.

- 14) The language of the bids shall be English. Any printed literature / documents / certificates etc. furnished by the bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 15) To assist in the examination, evaluation, and comparison of bids, PLL may at its discretion ask the bidder for clarification of bid. The request for clarification and the response shall be through EPADS.
- 16) PLL may hold a prospective bidders' Pre-bid Meeting at PLL Islamabad office as may be decided by PLL to which prospective bidders will be invited. Prospective bidders may attend the Pre-bid Meeting at their own cost.
- 17) PLL reserves the right to amend, modify, supplement, or withdraw this BD or extend the deadline for submission of the bid at any time and to reject all the bids received and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part.
- 18) Bidders shall submit their technical bids as per the requirements mentioned in **Annexure-III**.
- 19) The bidder shall submit a detailed Technical Proposal containing the following information:
 - Implementation methodology for deployment of the ERP solution
 - Detailed project implementation plan and timelines
 - Proposed project team structure and key personnel
 - Data migration strategy from existing systems
 - Integration capability with other systems (if required)

The Technical proposal will form part of the technical evaluation process.

- 20) Duly completed, signed, and stamped Price Schedule shall be submitted as a financial bid in separate envelope. The software subscription price can be quoted in USD, but it will be evaluated on basis of PKR rate at date of tender opening. While submitting their bids, bidders shall be responsible for including all applicable duties/taxes/levies, etc. (Federal and/or Provincial) and out-of-pocket expenses in their quoted rates. Omission, if any, shall be the sole responsibility of the bidder. All taxes and duties shall be borne by the bidder as per applicable laws. PLL will not be responsible for any erroneous calculation of taxes, or any differences arising out of tax incidence and computation and shall be fully borne by the successful bidder.
- 21) The bidders participating in the bidding process are required to adhere to all the laws as promulgated by the Government of Pakistan for the time being in force. Upon completion of the bidding process, the terms and conditions as agreed between the parties will not be altered or amended.



22) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.

23) The bids will be rejected if any of the following shortcomings occur:

- a. Form of Bid, on bidders' letter head, with signatures and official stamp is not uploaded on EPADS.
- b. Bid bond is not submitted on or before the bid submission date.
- c. Bids must contain a Certificate of Incorporation, Company/Firm's Registration Certificate, SECP registration, etc. (whichever is applicable).
- d. Bids submitted without Tax authorities' registration certificates and bidder not appearing on Active Taxpayer list of FBR.
- e. Bid having not fully filled-in/quoted price schedules.
- f. Bid is un-signed, partial, conditional, alternative.
- g. Bidder has been found blacklisted during evaluation stage or prior to the award of contract.
- h. Multiple bid submissions, either jointly or severally, shall render the bidder disqualified.
- i. Bidder(s) engages in corrupt or fraudulent practices during the process.
- j. An affidavit is not submitted to the effect that bidder is an independent company/firm, and not the agent, subsidiary, or holding of any company/firm having a business relationship with PLL in any manner whatsoever.
- k. **A Gartner Magic Quadrant for Cloud ERP report ranking the Off the shelf globally recognized SaaS ERP solution as market leader must be attached with proposal.**

24) The bids will be evaluated as per the evaluation criteria provided in **Annexure-III**. Bidders are required to secure at least 70 points in Technical Score on an overall basis for technical qualification. Financial bids of technically qualified bidders will be opened in the presence of their representatives who choose to attend. The contract will be awarded on the Quality and Cost Based Selection (QCBS) method, having weightage of 70% for quality and 30% for cost.

25) The bidders shall bear all costs/expenses associated with the preparation and submission of the bids and PLL shall in no case be responsible/liable for those costs/expenses.

26) The bids shall be opened at the specified time and place in the presence of the authorized representatives of the bidders who choose to attend.

27) During the examination, evaluation, and comparison of the bids, PLL at its sole discretion may ask any bidder for clarifications of its bid. The request for clarification and the response shall be in writing/email. However, no change in the price or substance of the bid shall be sought, offered, or permitted after bid submission.

28) Bidders must ensure that the Bid contains all supporting documents as required, PLL will not request for missing document as part of Bid clarification process.

29) Bids submitted via email or fax shall not be entertained.

30) PLL does not accept:

- a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency, or reliability of any data or information, including all written or oral information made available to the bidder or its advisors during the bidding process and responses to requests for information/clarification and questions raised by a bidder; or
- b) any liability for any loss or damage suffered or incurred by the bidder or any other person, whether directly or indirectly, because of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency, or reliability.

31) The Bidder agrees to:

- a) Conduct his/her own investigation and analysis regarding any information, statements, or representations contained in the information and will rely on his/her own enquiries and seek appropriate professional advice.
- b) Not to rely on any representation or warranty (express or implied) as to the accuracy, completeness, currency, or reliability of the information.

32) The decision of PLL shall be final and PLL will not be liable for any loss or damage to any party acting in reliance thereon.

33) PLL reserves the right to forfeit the Bid Bond/Performance Bond of the Bidder who breaches any terms and conditions of this BD.

34) Bidder must also comply with all other requirements of Federal Board of Revenue (FBR) Pakistan.

35) Completion time for the work is 120 days after issuance of Letter to Proceed (LTP). Liquidated Damages (LD) will be charged at a rate of 0.1% per day up to maximum of 10% of the bid value.

36) Dispute Resolution:

All disputes, controversies or differences that may arise between the Parties arising out of or in connection with this Agreement, shall be settled amicably through mutual negotiations in good faith. All such disputes that are not settled amicably within 60 days from the date of notification of such dispute shall be referred to arbitration. The arbitration proceedings shall be conducted in accordance with the Arbitration Act, 1940, or any amendment thereof and decided by a sole arbitrator, who shall be a retired judge of the High Court of Pakistan and shall be appointed by the mutual consent of both the Parties. The decision of the arbitrator shall be final and binding on the Parties. The arbitration shall be held at Islamabad. Arbitration shall be condition precedent to any other action/remedy under the law. Both Parties agree to contribute equally towards the cost of arbitration proceedings.

37) Governing Law and Jurisdiction:

This Agreement shall be subject to and construed in accordance with the laws of the Islamic Republic of Pakistan and will be subject to the exclusive jurisdiction of the Courts of Islamabad having competent jurisdiction.



The successful bidder shall supply the following:

Implement an integrated Enterprise Resource Planning (ERP) solution to support key back-office functions at Pakistan LNG Limited.

Enhance financial transparency, operational efficiency, internal controls, and regulatory compliance through standardized and automated processes.

Number of Users: 8 main users and 13 limited access general users.

A. Financial Management

- Configuration and implementation of core financial modules, including:
 - General Ledger
 - Accounts Payable
 - Accounts Receivable
 - Cash and Bank Management
 - Budgetary Controls
 - Enable real-time financial visibility and multi-dimensional reporting.
 - Support statutory, regulatory, and management reporting requirements (IFRS based).
 - Establish robust financial controls to ensure accuracy, auditability, and compliance.
- Report on Amendment in PLL's existing Finance Manual and procurement control processes and workflows to bring them in line with ERP best practices.

B. Procurement Management

- Implement end-to-end procure-to-pay processes, including:
 - Vendor master data management
 - Purchase requisitions and approvals
 - Purchase orders
 - Goods receipt and invoice processing
 - Configure approval workflows and authorization hierarchies.
 - Vendor withholding tax deductions and reporting.
- Ensure transparency and compliance with internal policies and applicable procurement regulations.

C. Fixed Assets Management

- Implement asset lifecycle management covering:
 - Asset capitalization and classification
 - Automated depreciation calculations
 - Asset transfers, revaluations, and disposals
 - Maintain accurate and auditable fixed asset registers.
 - Integrate asset accounting with the financial management system.

D. HR Management

- Implement payroll processing capabilities, including:
 - Employee master data management
 - Salary structures, allowances, and deductions
 - Payroll calculation and processing



- Integrate payroll postings with financial accounting.
- Calculation and reporting of income tax
- Employee benefits calculation and reporting (incl. Leave Encashment, Provident Fund and Gratuity Fund, EOBI etc.)
- Employee Expenses management (TA/DA, Medical, Mobile, Fuel etc).
- Leave management.



ANNEXURE-II ORGANIZATION INFORMATION

INFORMATION FORM

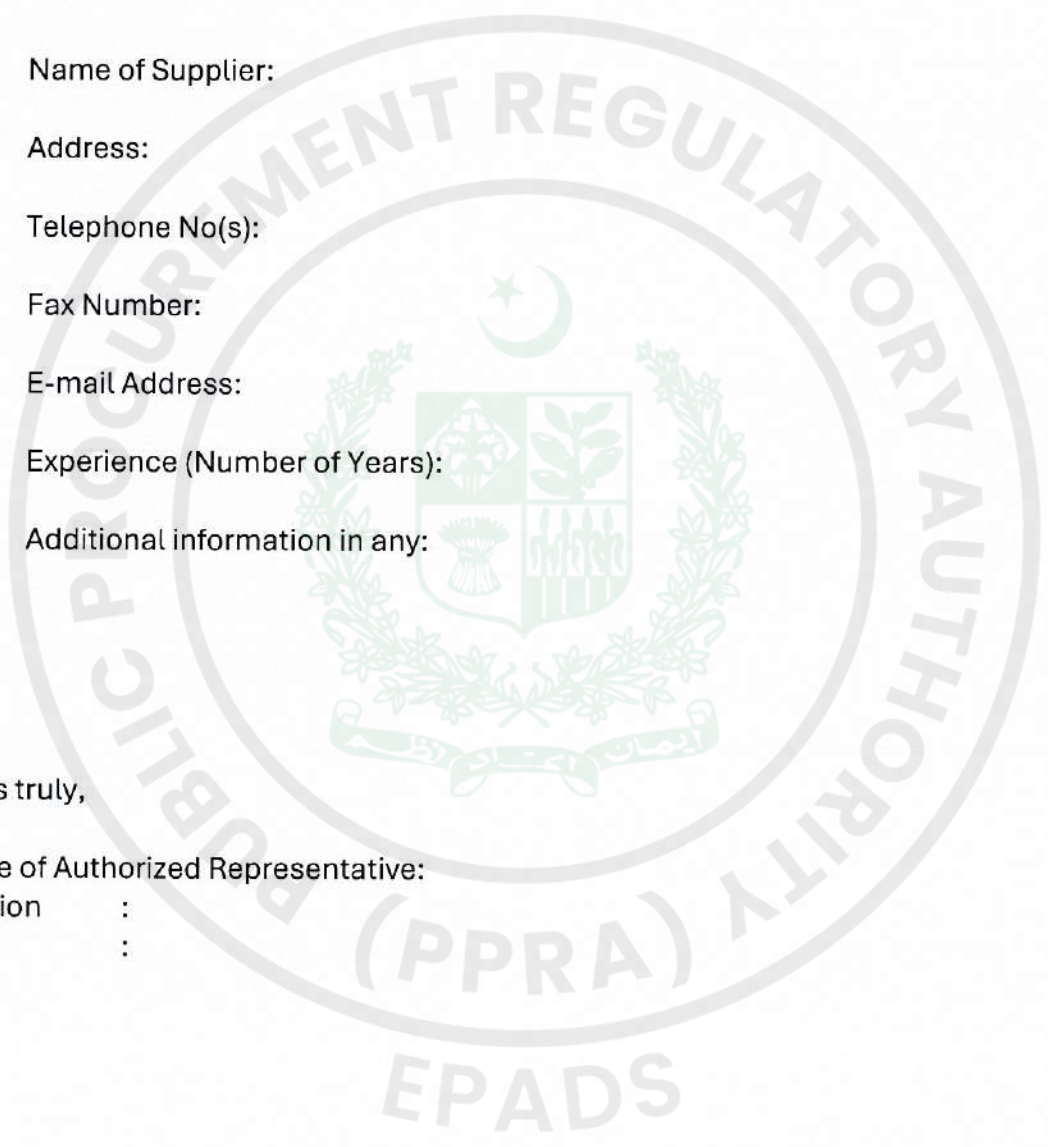
1. Name of Supplier:
2. Address:
3. Telephone No(s):
4. Fax Number:
5. E-mail Address:
6. Experience (Number of Years):
7. Additional information in any:

Yours truly,

Name of Authorized Representative:

Position :

Date :



ANNEXURE-III: TECHNICAL EVALUATION CRITERIA

The evaluation committee shall evaluate the bids based on responsiveness to the scope of work and evaluation criteria provided herein.

1. Technical Evaluation Criteria:

The following criteria shall be used for evaluating the technical competencies of the bidders.

Description	Marks Allocated	Documents
Firm's Experience & Track Record	Max = 60	
Years of relevant experience in implementation of Tier-2 ERP solutions (1.5 mark per year; max 10)	10	Certificate of incorporation, company profile, list of ERP projects with year of execution
Number of successful Tier-2 / SaaS ERP implementations completed by the bidder (1 marks per project; max 30)	30	Project completion certificates, client references, purchase orders / contracts
Official implementation/service provider status certified of Off the shelf globally recognized SaaS ERP solution	10	OEM authorization letter, partner certificate from ERP manufacturer
Public Sector Experience (2 marks per company, Max-10)	10	Completion certificates or Award letters or Contracts issued by public sector organization
Financial Strength	Max = 10	
Average annual turnover of PKR 80 million or above over last 3 years (PKR 80 or more = 10 marks, PKR 30 to 80 = 5 marks, less than PKR 30 million = 2 marks)	10	Audited Financial Statements for 3 years.
Team Competence	Max = 15	
Tier 2 Technical & Functional Resource (1 Marks Per Resource) (Max Marks 05)	05	CVs of proposed team members clearly indicating ERP implementation experience
Certified Tier 2 ERP Resources (2 Marks Per Resource) (Max Marks 10)	10	Valid certification issued by ERP OEM
SaaS Architecture & Delivery Model	Max = 15	
True multi-tenant SaaS architecture with OEM-managed infrastructure including DR, patching, security, upgrades and scalability	10	OEM architecture document, SaaS compliance certificate, product technical documentation
Availability of OEM-managed product	05	OEM product roadmap /

Description	Marks Allocated	Documents
upgrades, patches, and enhancements delivered as part of the SaaS subscription model		release policy document
Total Marks	100	
Qualifying Score	70%	

Note:

- The Bidder shall submit all information along with documentary evidence as specified in the evaluation criteria.
- Marks shall be awarded strictly based on documentary evidence provided in the proposal.
- At least 70% marks should be secured for qualification.

Product Demonstration

Shortlisted bidders may be asked to provide a live product demonstration of the proposed SaaS ERP solution. The purpose of the demonstration will be to validate the system capabilities and usability claimed in the technical proposal.

During the demonstration, the evaluation committee may assess the following aspects:

- System usability and user interface
- Reporting capabilities
- Workflow and approval processes
- Dashboards and real-time analytics

PLL reserves the right to request clarification or additional demonstrations if required.

2. Financial Evaluation Criteria

Financial bids will be opened only for those companies/firms that secure at least 70 marks in the technical evaluation. The criteria for evaluation of financial bids are as follows:

Criteria	Points
The lowest financial bid will obtain the highest Financial Score (FS).	Formula for award of marks is as under: $FS = 100 \times (\text{Lowest Financial Bid Value} / \text{Financial Bid Value to be evaluated})$





Final Score

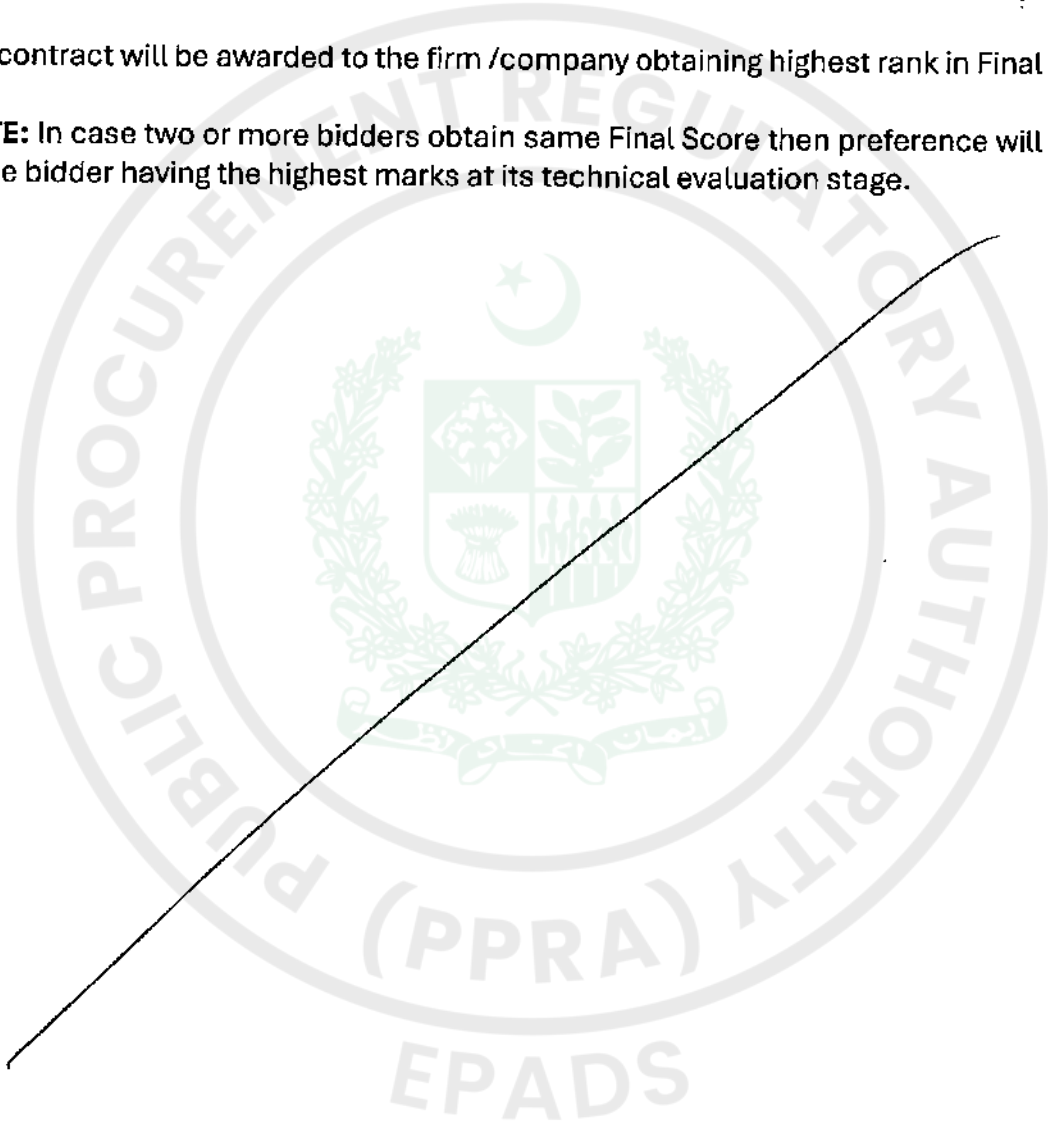
Weightage for Technical Bids (TW): (Marks Obtained out of 100) x 70/100
Weightage for Financial Bids (FW): Financial Score (FS) x 30/100

Final Score shall be calculated as per the following formula:

Final Score = Weightage for Technical Bids (TW) + Weightage for Financial Bids (FW)

The contract will be awarded to the firm /company obtaining highest rank in Final Score.

NOTE: In case two or more bidders obtain same Final Score then preference will be given to the bidder having the highest marks at its technical evaluation stage.



All price in PKR*

Sr No	Description	Qty	Unit Price (excl. Tax)	GST	Unit Price (incl. Tax)	Total Cost
A	Implementation Cost					
B	Software Subscription Cost					
C	Partner Support Cost (1st year)					

*The software price can be quoted in USD but for evaluation purposes the Weighted Average Rate quoted by State Bank of Pakistan on the day of financial Bid opening will be used.

Note: Bidder with lowest total price will be considered as financially compliant bidder.

The payment terms will be as follows:

Subscription will be paid upon provisioning of instance.

Pakistan LNG Limited will make payment according to the following implementation milestones:

- Mobilization – 40%
- User Acceptance Testing (UAT) – 30%
- Go-Live – 30%

All prices shall be quoted in relevant currencies including all taxes.

Bid validity will be 120 days after the submission of proposals.

All payments as agreed shall be less any Government taxes which Pakistan LNG Limited (PLL) is required to deduct by law. The payment shall be made in Pak rupees.

Partner Support cost to be quoted for 1st year, for relevant functional support during the first year. This cost will be applicable after Go-live and cover the year after Go-Live.



FORM OF BID

Pakistan LNG Limited,
Petroleum House, 9 Floor,
Ataturk Avenue, G-5/2, Islamabad.
Phone No. 051-921 6901

Dear Sir

Reference your Tender No. _____ for Procurement of Tier-2 SaaS based ERP.

1. We, hereby submit our complete bid along with all the requirements as per the Bidding Documents (BD). We acknowledge that PLL is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
2. If our bid is accepted and we are declared successful bidder, we at our own expense will provide, within the timelines as provided in the BD or as communicated by PLL, the performance security as per the requirements of the BD.
3. We agree to abide by this BD for a period of one hundred and twenty (120) days from the technical bid opening date or any extension thereto granted, and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We hereby undertake and confirm that M/s [name of Bidder] and its employee(s) are not blacklisted by any government, semi-government, autonomous or state-owned organization of Pakistan and their cases regarding blacklisting are not under trial by any Court of Law.
5. We submit herewith our technical and financial bids including the requisite bid bond.
6. We do hereby appoint and authorize Mr./Ms. (full name and official address) who is presently employed with us and holding the position of [(designation)] in [name of the Bidder] to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to PLL in all matters including but not limited to clarifications etc., in connection with our bid till the award of the contract. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have done by us.
7. The decision of PLL shall be final and PLL will not be liable for any loss or damage to any party acting in reliance thereon.
8. We have gone through the terms/conditions of this BD and have found the document in whole as non-biased to any company/bidder/vendor or product/ brand. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections / conditions of this BD. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.



- 9. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading or misstated in this bid, the same may lead to rejection of our bid and our disqualification.
- 10. We declare that our bid is our only and final offer, and no unsolicited offer of any description shall be made for consideration of the PLL.

We remain,
 Yours' sincerely
 [Bidder's Official Stamp]

Authorized Signature: _____
 Name and Title of Signatory: _____
 Name & Address of Firm: _____
 Cell No. of Signatory: _____
 e-mail address of Signatory: _____
 Mailing address of Signatory: _____

Acceptance by representative authorised at Clause 6 above:

Signatures of Authorised Representative: _____
 Name and Title: _____
 Name & Address of Firm: _____
 Cell No.: _____
 e-mail address: _____
 Mailing address: _____

