Standard Bidding Document

(128/27) Electricity Bill Printing Solution (Non-Consultancy Services)

National

Single Stage-Two Envelope

November 19, 2026

Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO)),Assistant Manager Procurement
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**(128/27) Electricity Bill Printing Solution**" with the reference of **"P185460"**

2. The **Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO))** 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 **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 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, Call at Deposit** 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://epads.gov.pk/opportunities/federal/procurements/185460**.

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 **Wednesday, December 9, 2026 11:00 AM**. E-bids will be opened on the same day at **Wednesday, December 9, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is

available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rules 65 of Public Procurement Rules, 2026 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.gov.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 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 Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. The Eligibility of the Bidders shall be determined in accordance with the Rule 21 of the Public Procurement Rules, 2026.

5. **Qualification of the Bidder**

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

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. 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 8.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

6.2. 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.

7. **Clarifications**

7.1. All clarification shall be in accordance with the Rule 38 of the public Procurement Rules, 2026.

8. **Amendment of Bidding documents**

8.1. 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.

8.2. 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.

8.3. 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 after record reason in writing:

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

9. Documents Constituting the Bids

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

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

9.1.2. Documentary evidence established in accordance with ITB 10 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 11.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 17; and

9.1.6. Any other document required in the BDS.

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

10.1. 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.

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

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. 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.

11.3. 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:

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

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

12. **Form of Bid**

12.1. **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.**

13. **Bids Prices**

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

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

14.3. **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 14.2 shall not be applicable in that case.**

15. **Bids Currencies**

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

16. **Bid Validity Period**

16.1. 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.

17. **Bid Security or Bid Securing Declaration**

17.1. 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 Form 9 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.

17.2. 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

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 17.5 are invoked.

17.4. 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 16. 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:

17.4.1. the expiry of the Bid Security;

17.4.2. 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;

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

17.4.4. 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.

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

17.5.1. if a bidder:

17.5.1.1. 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

17.5.1.2. does not accept the correction of errors pursuant to ITB 30; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 48; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 49.**

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

18. **Alternative Bids by Bidders**

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

18.2. 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 Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

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

20. **Format and Signing of Bids**

20.1. 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.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before deadline**

21.1. 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.

21.2. 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

22. **Establishment of Procurement Cell**

22.1. PA to establish a Procurement Cell which shall carryout procurements as per Rule 10 of Public Procurement Rules, 2026.

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

23.1. As per Rule 11 of Public Procurement Rules, 2026
(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)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, 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.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS at the place, on the date and at the time, specified in the **BDS**.

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

26.3. 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**.**

27. **Confidentiality**

27.1. 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.

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

28. **Preliminary Examination of Bids**

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

28.1.1. meets the eligibility criteria defined in **ITB 4**;

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

28.1.3. is accompanied by the required securities; and

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

28.2. 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 bid shall be rejected.

28.3. 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.

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. 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 inthe bidding document have been met without material deviation or reservation.

29.2. 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 28,** it shall reject the bids.

30. **Correction of Errors**

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

30.1.1. 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;

30.1.2. 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

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

30.1.4. 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.

30.2. 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.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 28.**

32.2. 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.

32.3. **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.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. 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;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. 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.

32.7. 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.**

33. **Determination of Most Advantageous Bids**

33.1. 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.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-clause (2), a procuring agency may, in the procurement of goods, works and services, 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.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its 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 documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (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 against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. Appointing Authority for the Arbitrator shall be Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

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

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, 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

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, 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

43. **Appointment of Contract Manager**

43.1. 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, 2026.

44. **Criteria of Award**

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

45. **Procuring Agency’s Right to reject All Bids**

45.1. 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).

45.2. 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.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. 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.

47. **Notification of Award**

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

47.2. 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 Award 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).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 49** and signing of the contract in accordance with **ITB 48.**

48. **Signing of Contract**

48.1. 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.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, 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.

49.2. 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.

50. **Advance Payment**

50.1. 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.

51. **Arbitration**

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

52. **Corrupt & Fraudulent Practices**

52.1. 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

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and

accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

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

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

A. Introduction

BDS Clause Number 1
ITB Number 1.1

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

The subject of procurement is: **(128/27) Electricity Bill Printing Solution**

Expected commencement date: **Monday, February 15, 2027**

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P185460**

BDS Clause Number 3
ITB Number 4

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, December 6, 2026

Pre-Bid Meeting: Monday, November 30, 2026 03:00 PM
Venue: Office of the Director Procurement MEPCO, MEPCO HQs Khanewal Road Multan

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO))** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid:

1. The bidder shall submit through the Technical Bid portion of EPADS all documents specifically required under the Eligibility/Qualification Criteria, Technical Evaluation Criteria and Technical Compliance Matrix. The Financial Bid shall be submitted in the Financial Bid portion of EPADS & in the Price Schedule (Attached)

BDS Clause Number 7
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.1

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10
ITB Number 7.1

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

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

BDS Clause Number 13
ITB Number 16.1

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

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given
Instrument of Bid Security Shall be in the Name of : **CEO, Multan Electric Power Company (MEPCO)**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit**

BDS Clause Number 15
ITB Number 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.

BDS Clause Number 16
ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

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

MEPCO Complex, Wapda Colony,Khanewal Road, Multan City, Multan (District), Multan Division (Division), Punjab (Province).

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

The deadline for Bids submission is: **Wednesday, December 9, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

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

Day *: **Wednesday***

Date: ***Wednesday, December 9, 2026***

Time *: **11:30 AM***

BDS Clause Number 19
ITB Number 32.1

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

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **5.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Call at Deposit, Bank Guarantee**

BDS Clause Number 21
ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

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

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
Punjab (PRA)
SECP

Eligibility Criteria	Document
1. Firm must be registered with FBR/SECP as Applicable	Yes
2. Valid (Active) a. National Tax Number (NTN) Certificate. b. PRA Registration Certificate. c. Sales Tax Registrations (Must be an active tax payer)	Yes
3. Affidavit on stamp paper of at least Rs. 100 from Bidder that: - a) That bidder is not blacklisted by the procuring agency and/ or by the PPRA for all procuring agencies. b) The documents/photocopies provided with Bid are authentic. c) Affidavit for correctness of information. d) The bidder shall comply all the terms & conditions of the contract & bidding documents	Yes

4. The bidder must be willing to sign a Non-Disclosure Agreement (NDA) and other relevant confidentiality clausesas part of the contract.	Yes
5.Bidder must have minimum 3 years' experience of variable data printing (Average minimum 3 million prints per month of last three years). I. Documentary evidence e.g., Work Order/Agreement must be attached. II. Certificate issued by the Client/Payment Proof to verify provision of successful services etc. must be provided along with the bid (Summarized List Containing Work order No.Client name total prints etc must be Attached addition to other documentary proofs)	Yes
6. Bidder must have minimum 3 years' experience of delivery of variable data printing (Average minimum 3 million prints per month of last three years) I. Documentary evidence e.g., Work Order/Agreement must be attached. II. Certificate issued by the Client/Payment Proof to verify provision of successful services etc. must be provided along with the bid (Summarized List Containing Work order No.Client name total prints etc must be Attached addition to other documentary proofs)	Yes
7. Bidder must have valid ISO 27001 certificate	Yes
8. Bidder must have minimum 02 sites for bulk printing in different cities of Pakistan.	Yes
9. One Million Impression per Day Variable Data Printing Capability (To confirm this criteria attach documentary proof of Existing No. of Printing Machines Make Model/Sr. No./PPM/ Duty Cycle etc.)	Yes
Note: Failure to provide Documentary Evidence Against any mandatory Eligibility Requirement shall result in the bidder being declared as Non-Responsive Except where Clarification is permissible under Applicable Procurement rules.	No
Note: Eligibility/Qualification Requirement are mandatory and shall be Evaluated as Pass/Fail Basis, only Bidders fulfill all mandatory Eligibility/Qualification Requirements shall proceed to Technical Evaluation. All Technical Marks shall be awarded Strictly on the basis of documentary Evidence Submitted with the Bid No marks shall be awarded on the basis of verbal Presentation or unsupported Claims. The Evaluation Committee shall Apply the same Scoring Methodology to all Bidders.	No

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	**70**
Company Profile	
1. Type of Firm (Qualitative)(Doc Required) Pvt. Limited **(10)** Partnership **(5)** Proprietary **(3)**	10
2. No. of Bulk variable data Printing Stations in Pakistan (MEPCO jurisdiction Branch = 5 & other than MEPCO in Different cities = 2.5 per branch(Max: 10 Marks) (Doc Required) Multiple Printing stations in the same city counted as one station. (Qualitative)(Doc Required)	10
staff	
Marks will be awarded on the basis of persons as follows) Each Certified Technical Staff w.r.t Printing & IT : 2 Marks for each staff. Last Educational degree & Training Certificates (issued by manufacturer / authorized partner/authentic training provider) must be provided. (Qualitative)(Doc Required)	10

International valid Certification e.g., ISO etc. (except ISO-27001)	
International valid Certification e.g., ISO etc. (except ISO-27001) Each certificate = 5 Marks. No certificate = 0 Mark. (Evidence must be attached) (Max: 10 Marks) (Qualitative)(Doc Required)	10
Verifiable distribution network for delivery in different cities of Pakistan, concurrently within 24 hours.	
Verifiable distribution network for delivery in different cities of Pakistan, concurrently within 24 hours. (Qualitative)(Doc Required) 10+ cities = 10 Marks **(10)** 06 to 10 Cities = 5 marks , Less than 05 cities = 0 marks **(5)**	10
Average Annual Turnover (3- Years Average)	
Average Annual Turnover (3- Years Average) A document will be provided from the bidder which will be vetted through firm’s last three years audited reports/annual TAX return (for individual/Association of Persons) (Qualitative)(Doc Required) Above 300 Million per annum = 20 Marks (20) 200-300 Million per annum = 10 marks, Otherwise (0 Marks) (Qualitative)(Doc Required)	20
MIS Portal containing job receipt date/time, unique batch/job ID. Consignment wise dispatch and delivery status, monthly reporting. Must attach portal screenshots and portal generated reports	
MIS Portal containing job receipt date/time, unique batch/job ID. Consignment wise dispatch and delivery status, monthly reporting. Must attach portal screenshots and portal generated reports (Qualitative)(Doc Required)	10
Work Execution Methodology	
Work Execution Methodology Firm will provide a comprehensive work execution plan which should have detail from end to end solution along with backup plan. Member(s) of evaluation committee or any authorized representative(s) may visit the bidder's printing facility/facilities to assess the methodology. (Qualitative)(Doc Required)	20

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Electricity Bill Printing Solution (Per Page Cost)	**Address:** To All Revenue Offices of MEPCO (Annex-A) **Schedule:** Time required for printing and delivery of present daily printing load should not be greater than fifteen (15) hours in any Revenue Office of MEPCO after uploading of data file(s) **Quantity:** 8325370/Qty	8325370/Qty	11520000 PKR

Related Services :

No

Services Specifications

Positions Without Lots :

Position: Electricity Bill Printing Solution (Per Page Cost)

Specifications / Requirements:

"The Service Provider shall complete printing, quality checking, reconciliation, sorting, packing, dispatch and delivery to the designated Revenue Office(s) within fifteen (15) consecutive clock hours after cut off time which is 07:00 pm. "The service shall operate 24 hours a day, 7 days a week, including weekends and scheduled/unscheduled holidays." "TAT exclusion shall apply only to a documented delay caused by MEPCO, such as incomplete/corrupt source data, failure of the designated MEPCO transfer service, or incorrect delivery information supplied by MEPCO."

Scope of Work

Scope of work

- Total Solution Cost = Cost of (4 Color two-sided pre-printed bill forms (General + MDI) on imported A-5 size paper (minimum 80 GSM) + Variable data printing (B&W) on one side of bill form + Delivery of printed electricity bills to all 41 Revenue Offices of MEPCO within 15 hours of uploading of data (cutoff time 07:00 PM).
- Services are required for irrespective of weekend or scheduled/unscheduled holidays

Printing Work Load be considered as follows for the purpose of submission of bid and evaluation. However, the price will be paid as per actual.

Detailed Scope of work is attached at ANNEX-B

Circle	**Present No. of Customers (Monthly)**	**Present Maximum Printing Load per Day/Batch**
Multan	1,310,171	69,182
DG Khan	718,302	82,657
Vehari	771,883	43,477

Bahawalpur	1,169,300	61,924
Sahiwal	981,278	51,024
RY Khan	863,741	47,795
Muzaffargarh	1,136,132	61,004
Bahawalnagar	681,178	37,689
Khanewal	693,385	44,107
Total	**8,325,370**	**—**

Brief Description

Special Conditions

Delivery of Electricity bills will be carried out at Revenue offices of MEPCO (list attached at Annex-A). However, if number of Revenue Offices are increased/decreased during the currency of contract, bidder shall be bound for printing and delivery for all Revenue Offices under the MEPCO jurisdiction without any additional cost.

1. The number of customers as given above (Printing Load) for electricity bill printing and for comparison and calculation purpose only.

2. Time required for printing and delivery of present daily printing load (as mentioned above) should not be greater than fifteen (15) hours in any Revenue Office of MEPCO after uploading of data file(s). cutoff time 07:00 PM Service is required for irrespective of weekend or scheduled/unscheduled holidays.

3. The pre-award test shall be conducted on actual or representative MEPCO-approved data and shall be evaluated against the following mandatory parameters:

1. completion within the prescribed 15-hour TAT;
2. 100% reconciliation of input records and printed bills;
3. correct variable data;
4. acceptable print quality;
5. readable barcode/QR code;
6. correct sorting and packing;
7. delivery to all designated Revenue Offices;
8. satisfactory proof of delivery;
9. Compliance with prescribed data-security requirements

4. Monthly payment shall be based on actual quantities of successfully printed, reconciled and delivered billable units. Each invoice shall be supported by Revenue Office-wise production/delivery statements, reconciliation report, proof of delivery, exception/reprint

report and applicable tax documents.”

“Defective, duplicate, rejected and Service Provider-caused reprint quantities shall not be entitled.

5. MIS / Portal Minimum Requirements

1. File receipt date/time and unique batch/job ID.
2. Input quantity and expected output.
3. Printing start/end and current status.
4. Revenue Office-wise dispatch and delivery status.
5. User-level audit trail.
6. Daily performance and exception reports.
7. Monthly report supporting invoice reconciliation.

6. The work order will be awarded for a period of three (03) years. MEPCO may extend for further 02 years with mutual consent on same terms and condition.

7. Successful bidder bound to start the services within one (01) month from the date of issuance of Work Order.

8. A separate agreement after award of contract shall be signed by both the parties to ensure detailed determination of services.

9. Quarterly Inspection (or as and when required) of quality of bill forms, variables data printing, data security, backup inventory, etc will be carried out by any authorized IT officer(s) of MEPCO. All reasonable facilities as provided in the specifications or followed by the industry or trade in general shall have to afforded to the inspecting officer by the successful bidder at their expense

including travelling, boarding lodging etc. for carrying out inspection.

10. Rates will be reviewed **annually** with reference to conversion of USD with PKR from the date of effective commencement of services. If the USD rate increases/decreases more/less than 5% of the base year price (first year price, calculated on the basis of date of commencement of services) then the price will be charged in conversion with selling rate of USD, otherwise, base price will be charged.

11. Uploading / downloading of data will be carried out through SFTP Server. In this regard, SFTP server will be provided by the bidder along with high-speed internet at printing facility. MEPCO will require the visibility of real time printing status through a web-based portal (developed by the successful bidder).

12. Successful Bidder is bound to provide all above services for any newly created Revenue Office(s) during the currency of contract.

13. Development and management of SFTP server & storage will be the responsibility of bidder.

14. End to end 100% data security will be ensured by bidder as per compliance provided by you in ISO 27001 (Information Security Management System).

15. Successful Bidder is required to send proactive Alerts through email/SMS or any other medium as may be decided by MEPCO management to all focal persons of MEPCO regarding above mentioned services. List of focal persons will be provided by MEPCO.

16. Successful Bidder shall nominate one technically/administratively competent person as Project Manager who will be single point of contact from the service provider's end during the currency of contract. There may be more than one focal person as nominated by MEPCO who will also coordinate with your team.

17. Time required for printing and delivery of electricity bills should be within fifteen (15) hours in any operation division of MEPCO.

18. MEPCO may terminate the contract by providing minimum 3 months written notice to the Successful bidder without assigning any reason. Upon receipt of such notice, Successful Bidder will terminate all tasks for the Scope of Work (SOW attached at ANNEX-

B) in accordance with a mutually agreed schedule.

19. In case, the successful bidder fails to execute the contract, strictly in accordance with the Terms and Conditions laid down in the contract, the contractor's security (performance security and other securities etc.) deposited by bidder, shall be forfeited.

20. Successful bidder will Keep confidential all information (whether written or oral) concerning the Agreement and the business affairs of another Party that it shall have obtained or received as a result of the discussions leading up to or entering into or Performance of the agreement.

21. Successful bidder will use the Information / project design solely in connection with the implementation of this Project and not otherwise for its own benefit or not for the benefit of any third party.

22.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Consolidated Penalty / LD Matrix

Default	**Remedy / Penalty**
Late delivery attributable to Service Provider	Rs. 10,000 per batch per affected Revenue Office, subject to contractual LD ceiling .
Incorrect/defective bill	Rs. 10,000 per affected instance plus free reprint/delivery.
Short delivery	Free reprint/delivery; applicable late penalty if TAT exceeded.
MIS/portal failure	Rs. 5,000 per verified default/instance.
Security/data breach	**LD in accordance with SCC and applicable law.**

23. The following minimum cyber security requirements shall be mandatory for the Bill Printing Service Provider:

24. Secure File Transfer: All bill data files shall be transferred between MEPCO and the Service Provider only through MEPCO-approved SFTP/SSH or secure VPN channels. Email, WhatsApp, USB, personal cloud storage or other unapproved transfer methods

shall not be permitted.

25. Encrypted Transmission: All data/files transmitted between MEPCO and the Service Provider shall be protected using strong encryption protocols (TLS 1.2 or higher / SSH).

26. File Authenticity: The Service Provider shall process only files received through the designated SFTP channel and approved source systems. Data files received through any other source or channel shall not be processed.

27. Multi-Factor Authentication: Administrative and privileged accounts used for accessing file transfer or bill-processing

28. IP Whitelisting: Access to the MEPCO SFTP service shall be restricted to the pre-approved static public IP addresses provided by MEPCO. Any change in IP address shall require prior approval from MEPCO. environment shall be protected through MFA.

29. Separate User Accounts: Shared/generic user accounts shall not be permitted for accessing MEPCO bill files. Each authorized user shall have an individually identifiable account wherever user-level access is required.

30. Malware Protection: All received files shall be scanned using updated anti-malware/endpoint security controls before being processed or made available for printing.

31. No Modification of Bill Content: The Service Provider shall not modify. alter, edit, merge, split, regenerate or otherwise manipulate the contents of the PDF bill files.

32. File Naming and Manifest Control: MEPCO may prescribe a standard file naming convention, file structure and control manifest containing information such as file name, record count, file size, hash value and generation date for reconciliation and integrity verification.

33. Transfer and Processing Logs: The Service Provider shall maintain logs of file receipt, authentication, download/access, processing, printing, transfer and deletion, including date/time and user/system identification etc.

34. Secure Storage: Bill files temporarily stored at the Service Provider's premises shall be protected through access controls and encryption at rest (AES -256).

35. Third-Party Access: The Service Provider shall not provide MEPCO bill files or access to such files to any third party/subcontractor.

36. Business Continuity: The Service Provider shall maintain appropriate backup and recovery arrangements to prevent loss or corruption of bill files during the printing process without creating unauthorized copies or uncontrolled data repositories.

37. Security Audit: MEPCO shall have the right to verify compliance with these security requirements through logs, security documentation, assessments and/or audit of the relevant bill-processing and file-transfer environment.

38. Cyber Security Standards: The Service Provider shall maintain information / cyber security controls aligned with applicable ISO/IEC 27001, and relevant Government of Pakistan/Power Sector cyber security guidelines.

- Report any cyber security incident, suspected unauthorized access, data leakage or material compromise immediately and, where practicable, within one hour of detection.
- Initial incident report within 24 hours; detailed RCA/corrective action within 7 days or an MEPCO-approved period.
- MEPCO data shall be used only for contract performance.
- Privileged/admin access shall use MFA and individually assigned accounts.

- Access, authentication, processing, printing, transfer, deletion and administrative logs shall be retained and made available for audit.
- Backup restoration shall be periodically tested.
- At expiry/termination, MEPCO data shall be returned and securely deleted where authorized, with certification.
- No subcontractor/third party shall access, store, process or print MEPCO data without prior written approval; the Service Provider remains responsible.
- 39. Compliance with MEPCO Security Requirements: The Service Provider shall comply with any additional reasonable cyber security controls, technical configurations and/or security procedures notified by MEPCO during the contract period.

40. Subcontracting

“Variable Data Printing, data processing, storage, sorting or delivery involving MEPCO data shall not be subcontracted or outsourced.

41. Transition-Out

“At expiry or termination, the Service Provider shall cooperate in orderly transition, including handover of open jobs, MIS reports, delivery/reconciliation records and other contract information; return of MEPCO data; and secure deletion where authorized, subject to applicable retention requirements.”

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]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

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 Contractorand 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

7. **Effectiveness of Contract**

7.1. 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.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. 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.

10. **Starting Date/Expiration Date**

10.1. 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.**

10.2. 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.**

11. **Entire Agreement**

11.1. 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.

12. **Modification**

12.1. 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.

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

13. **Force Majeure**

13.1. **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.

13.2. **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.

13.3. **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.

13.4. **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.

14. **Termination**

14.1. **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);

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

14.1.2. 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;

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

14.1.4. 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;

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

14.2. **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.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. 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;

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

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) 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

15. **General**

15.1. **Standard of Performance**

15.1.1. 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;

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

15.2. **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.

16. **Conflict of Interests**

16.1. **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.

16.2. **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.

16.3. **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:

16.3.1. 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;

16.3.2. 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;

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

17. **Insurance to be Taken Out by the Contractor**

17.1. 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.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

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

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

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. 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.

20. **Liquidated Damages**

20.1. **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.

20.2. **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.**

20.3. **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

21. **Performance Guarantee**

21.1. 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.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

21.3. 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**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider 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.**

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

23.1. 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.

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

24.1. 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.

24.2. 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.

24.3. 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

25. **Change in the Applicable Law**

25.1. 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.**

26. **Services and Facilities**

26.1. 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.

26.2. 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

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

28.1. 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.

28.2. 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.

29. **Quality Control Identifying Defects**

29.1. 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**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. 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.

30.2. 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.

30.3. 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.

31. **Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

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

Definitions

The Procuring Agency is: Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO)), Assistant Manager Procurement MEPCO Complex, Wapda Colony,Khanewal Road, Multan City, Multan (District), Multan Division (Division), Punjab (Province).

Contractor is:

The title of the subject procurement is:(128/27) Electricity Bill Printing Solution

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO)), Assistant Manager Procurement
MEPCO Complex, Wapda Colony,Khanewal Road, Multan City, Multan (District), Multan Division (Division), Punjab (Province).
+92-310-444-3533
assistantmanagerprocurement2@gmail.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO)), Assistant Manager Procurement
MEPCO Complex, Wapda Colony,Khanewal Road, Multan City, Multan (District), Multan Division (Division), Punjab (Province).
+92-310-444-3533
assistantmanagerprocurement2@gmail.com

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **Multan Electric Power Company (MEPCO)**

The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Pay Order, Call at Deposit, Bank Guarantee

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 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.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

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

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

Quarterly Inspection (or as and when required) of quality of bill forms, variables data printing, data security, backup inventory, etc will be carried out by any authorized IT officer(s) of MEPCO. All reasonable facilities as provided in the specifications or followed by the industry or trade in general shall have to afforded to the inspecting officer by the successful bidder at their expense including travelling, boarding lodging etc. for carrying out inspection.

Delivery & Documents

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

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

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

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

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

The prospective bidder will be responsible for provision of 4 Color two-sided pre-printed Electricity Bill Forms (General and MDI) on minimum 80 GSM imported A5 paper, black & white printing of variable data on one sided pre-printed bill forms and delivery of Electricity bills at Revenue offices of MEPCO (list attached at Annex-A).

However, if number of Revenue Offices are increased/decreased during the currency of contract, bidder shall be bound for printing and delivery for all Revenue Offices

Bidder will charge per page printing cost for all above services. While determining the monthly per page printing cost, bidder should consider at least following: - 1) The number of customers as given above (Printing Load) for electricity bill printing and for comparison and calculation purpose. 2) Annual approximate growth rate as per above mentioned table.

3) Time required for printing and delivery of present daily printing load (as mentioned above) should not be greater than fifteen (15) hours in any Revenue Office of MEPCO.

Payment Terms: Payment (including all Taxes) will be made to the Bidder by CFO office MEPCO on monthly basis according to the actual invoice submitted by the Bidder against the services provided on production of following documents:

(i) Bill in Triplicate duly approved by Director General (IT)

(ii) Detail of bills printing & delivery (during a calendar month), for respective Revenue Office duly signed by the concemed Revenue Officer along with respective Circle DCM and authorized Officer of each IT Center.

(iii) Non-Payment Certificate (iv) The bidder in its invoices shall also give an undertaking that in case of omission of any deductible amount, MEPCO's claim at any later stage (through pre-audit or post audit) shall be acceptable to you.

(v) Bidder in its invoices will also mention its IBAN for transferring of funds in its account.

Expiration of Contract: The time period shall be three (03) years effective from commencement/rendering of services.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

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

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

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

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

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

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

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 Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P185460***

To: **Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO)), Assistant Manager Procurement MEPCO Complex, Wapda Colony,Khanewal Road, Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

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

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

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

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

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

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO)), Assistant Manager Procurement MEPCO Complex, Wapda Colony,Khanewal Road, Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **(128/27) Electricity Bill Printing Solution (*P185460*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO)), Assistant Manager Procurement MEPCO Complex, Wapda Colony,Khanewal Road, Multan City, Multan (District), Multan Division (Division), Punjab (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Annex-A

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-A** (page number: 81)

Price schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price schedule** (page number: 83)

Annex-B

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-B** (page number: 84)

Special Conditions of Contract

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Special Conditions of Contract** (page number: 86)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
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Additional Forms and Documents

(Annex-A)

Detail of Revenue Offices under MEPCO

Sr. No.	Name of Revenue Office	Address
1	MULTAN CANTT	MEPCO Division Complex, Sher Shah Road Char Ghora Chowk Near PAF Selection Center Cantt Multan
2	MUMTAZABAD	New MEPCO Mumtazabad Division Complex Near Qasimpur Colony Multan
3	CITY	MEPCO Division Complex, Old Power House Near Aziz Hotel Chowk Multan
4	SHUJABAD	MEPCO Division Complex Old Jalal Pur Road Shujabad
5	B.ZAKRIA(MUSA PAK)	MEPCO Division Complex, Northern Bypass near WAPDA Town Phase # 01 Multan
6	SHAH RUKN-E- ALAM	MEPCO Division Complex, Plot No 25-J Shah Rukn -e -Alam Colony Multan
7	D.G KHAN	MEPCO Circle Complex, Jail Road, DG Khan
8	KOT CHUTTA	MEPCO Division Complex Near by pass Basti Malana Tehsil Kot Chutta
9	RAJANPUR	MEPCO Division Complex, 132KV Grid Station, Rajanpur
10	JAMPUR	MEPCO Division Complex Near 132 KV Grid Station Jampur
11	TAUNSA	MEPCO Division Complex Near 132 KV Grid station Taunsa
12	VEHARI	MEPCO Circle Complex, Multan Road, Vehari
13	BUREWALA	MEPCO Division Complex Vehari Bazar Burewala
14	MAILSI	MEPCO Division Complex Multan Road Mailsi
15	BAHAWALPUR	MEPCO Circle Complex Near DC Chowk Bahawalpur
16	LODHRAN	MEPCO Division Complex, Multan Road, Basti Pirwala, Lodhran
17	AHMAD PUR	MEPCO Division Complex, Kutchery Road Ahmed Pur
18	MODEL TOWN	MEPCO Division Complex, Beside 132 KV Grid Station, Near under Pass Bahawalpur
19	HASIL PUR	MEPCO Division Complex, Canal View Road, near National College Hasilpur
20	KAROR PACCA	MEPCO Division Complex, WAPDA Complex, Near Main City Grid Station, Karorpakka
21	DUNYA PUR	MEPCO Division Complex, Near 132 KV Grid Station Multan Road Dunya Pur
22	SAHIWAL	MEPCO complex Pul Bazar Sahiwal
23	PAKPATTAN	MEPCO complex Faridnagar Road Pakpattan
24	ARIFWALA	MEPCO complex Tehsil Road Arifwala
25	CHICHAWATTNI	MEPCO Complex Burewala Road Chichawatni
26	SAHIWAL 2ND	MEPCO Complex 132 KV Grid Station Multan Road Sahiwal
27	RAHIM YAR KHAN	MEPCO Circle Complex, Shahi Road R.Y.Khan
28	KHAN PUR	MEPCO Division Complex, near Old Ghalla Mandi Khanpur
29	LIAQAT PUR	MEPCO Division Complex, near Ghalla Mandi Liaqat Pur

30	SADIQ-ABAD	MEPCO Division Complex, 132-KV Grid Station Sadiqabad
31	MUZAFFARGARH	MEPCO Complex, Near Grid Station, Muzaffargarh
32	KOT ADDU	MEPCO Complex Near 132 KV Grid Station GT Road Kot Addu
33	LAYYAH	MEPCO Division Complex, Near Central Jail Layyah
34	ALI PUR	MEPCO Division Complex, Head Punjnad Road, Near Grid Station, Ali Pur
35	KHAN GARH	MEPCO Division Complex, near Vital Pump Khan Garh.
36	BAHAWALNAGAR	MEPCO Division Complex , Minchanabad Road Bahawalnagar
37	HAROON ABAD	MEPCO Division Complex, Godi Road Near 132 KV Grid Station Haroonabad
38	CHISHTIAN	MEPCO Division Complex, Near Melad Chowk Chishtian
39	KHANEWAL	MEPCO Division Complex, Cinema Road Near Railway Phatak Khanewal
40	KABIR WALA	MEPCO Division Complex, 3-kassi Near Grid Station Multan Road Kabirwala
41	MIAN CHUNNU	MEPCO Division Complex, Tulamba Road Near 132 Grid Station, Mian Channu

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PRICE SCHEDULE (FINANCIAL BID)

Name of Bidder_____.

Bidder will submit through financial bid the Cost Schedule in below given format.

(Amount in PKR)

Sr. No.	Service Period	No. of Customers (Approx.)	Per Page printing Cost (without Taxes)	Monthly total printing cost (without Taxes)	Yearly total printing cost (without Taxes)
1	**Total 1st Year**	8325370			
2	**Total 2nd Year**	8741639			
3	**Total 3rd Year**	9178720			
Total					

Sr. No.	Service Period	No. of Customers (Approx.)	Per Page printing Cost (with Taxes)	Monthly total printing cost (with Taxes)	Yearly total printing cost (with Taxes)
1	**Total 1st Year**	8325370			
2	**Total 2nd Year**	8741639			
3	**Total 3rd Year**	9178720			
Total					

Note: Bidders are advised to enter the Total Price inclusive of Taxes in the price field on EPADS V2.0. The Total Price quoted on EPADS V2.0 must exactly match the Total Price provided in the Price Proforma. In case of any discrepancy between the price quoted on EPADS V2.0 and the price given in the Price Proforma, the financial bid shall be considered invalid and the bidder shall be declared non-responsive.

Rates will be reviewed annually with reference to conversion of USD with PKR from the date of effective commencement of services. If the USD rate increases/decreases more/less than 5% of the base year price (first year price, calculated on the basis of date of commencement of services) then the price will be charged in conversion with selling rate of USD, otherwise, base price will be charged.

For example: -

When USD price is increased more than 5% from Base year price

Base Year Price as on 01-01-2026 = Rs. 2.50 per print. USD rate in PKR as on 01-01-2026 = Rs. 280.
Per page printing cost in USD = 2.50 / 280 = $0.0089. USD rate in PKR as on 30-06-2026 = Rs. 308.
In above example, as the price of USD is increased more than 5% from base year price, hence per page printing cost will be calculated as follows: -
0.0089 x 308 = Rs. 2.75.
Otherwise, rate will be same as of base year price i.e., Rs. 2.50 per print.

When USD price is decreased more than 5% from Base year price

Base Year Price as on 01-01-2026 = Rs. 2.50 per print.
USD rate in PKR as on 01-01-2026 = Rs. 280.
Per page printing cost in USD = 2.50 / 280 = $0.0089.
USD rate in PKR as on 30-06-2026 = Rs. 252.
In above example, as the price of USD is decreased more than 5% from base year price, hence per page printing cost will be calculated as follows: -
0.0089 x 252 = Rs. 2.25.
Otherwise, rate will be same as of base year price i.e., Rs. 2.50 per print.

ANNEX-B

"SCOPE OF WORK" or "SOW"

Under this Statement of Work Parties will function as follows:

1. Pre-requisites:

a) [MEPCO] will utilize [BIDDER] digital printing services for printing of [MEPCO] consumer Electricity Bills & its delivery to respective Revenue Offices of [MEPCO].

b) [BIDDER] will solely be responsible for procurement of stationary & printing of bills according to [MEPCO] given specification, design & manage Delivery through its own vehicles.

c) [MEPCO] Consumer bills volume for the month is mentioned above By considering the historical growth, it may be assumed that annual estimated growth could be 5 %.

d) As per _____ of bidding documents i.e. "Cost Schedule" which is reproduced as "Keeping in view the distances among different operation divisions of [MEPCO], it is proposed to create at least 3 printing locations in [MEPCO] jurisdiction", for cost effectiveness, avoiding from charging of penalty and non-suffering of [MEPCO] for recovery and finally for the better business relationship between [MEPCO] and [BIDDER].

e) [BIDDER] will ensure printing of bills as per given TAT as mentioned in clause-8 of SOW of this document after receiving of raw data from [MEPCO]. Format/sample approval for data printing will be compliance/approved at both ends ([BIDDER] / [MEPCO]) before start of data printing Job. If any changes will be required in the format, [MEPCO] will inform [BIDDER] at least 3 months before.

f) Any authorized IT Officer of [MEPCO] may inspect the Printshop at any time during the currency of contract. In this regard, all reasonable facilities will be provided by [the bidder].

2. Procurement of Pre-printed/Off-Set stationery & stock management:

[BIDDER] will manage inside its printing warehouse, pre-printed duplex 4 colour on minimum 80 gsm imported A-5 size paper, with various categories / designs as per approved format given by [MEPCO].

a) [MEPCO] will share change in artwork design / data format at least 3 months before to [BIDDER].

b) For Off-set stationery, [BIDDER] will have right to select best printing vendors through their internal policy / evaluation process of vendor selection & maintain minimum 03 months stock of stationery Along with printer consumables within [BIDDER] Warehouse. However, sample bill form will be inspected by [MEPCO] or his authorized representative before start of printing of the respective lot. In this regard, all reasonable facilities as provided in the specifications or followed by the Industry or Trade in General shall have to be afforded to the Inspecting Officer by you at your expense for carrying out inspection.

c) Variation in given volume / quantities of Consumer Electricity Bills will be handled in a manner that Leftover/remaining stock of paper will be completely consumed irrespective of any change in design/ad by [MEPCO] in any category of bills.

3. Data formats & mapping:

a) Data file formats will be shared & consent between concern technical team of both the parties. Once the data file formats are decided, it will be locked up to next change and set permanent for transfer of data between [MEPCO] & [BIDDER].

b) For data transmission, ftp secure site will be provided by [BIDDER] with 100% data security in any case.

c) After completion of data merging process, [BIDDER] data centre will send sample of bills in soft-form to concern [MEPCO] authority for Quality check and final go-head for printing. E-mail addresses of concern authorities will be shared by both the Parties.

4. Release of Printing Job:

a) Before sending the print job to printers, [BIDDER] will send Center wise first/sample bill to designated email addresses (to be provided by [MEPCO]) for approval of print job.

b) After receiving formal approval from [MEPCO] via e-mail, [BIDDER] data centre will release printing Job to Printing Station for digital printing.

c) [BIDDER] will utilize complete strength of production for [MEPCO] Consumer Electricity bills printing.

d) Printing will be managed in 3 shifts with day & night operation to complete the Job.

e) Printing process will be completely secured and monitored with CCTV, where several quality control (QC) checks will also be applied to obtain zero % tolerance level.

f) Printing parameters (order, sequence, type etc.) will be managed as advised by [MEPCO].

g) The digital impression of printing must be minimum 600 DPI for long lasting Impression.

h) Printing should be errorless even bar code / QR Code should be readable at all time by scanner.

i) [MEPCO] has a right to increase/decrease the monthly printing load.

j) Printed bills will be packed in cartons & labelled for respective [MEPCO] Revenue Offices for bundle delivery. Complete up-to-date addresses will be provided by [MEPCO] for safe & sound / correct delivery.

5. Delivery Process:

a) Delivery of printed Electricity Bills boxes will be ensured by [BIDDER] to the designated Focal person of each Revenue Office within 15 hours from cut-off time as mentioned in TAT below. In this regard, list of designated focal persons will be shared by [MEPCO] and in case of any change in focal person, [MEPCO] will inform [BIDDER] accordingly.

b) In-case of any shortage of supplied material, reported at consignee level, it will be communicated to [BIDDER] within 24 hours of receiving of goods at their end. Reported shortage will be re-printed & delivered with the next delivery cycle or as advised by [MEPCO]. No additional cost will be paid by [MEPCO] for this printing and delivery. Penalty matrix will be applied accordingly.

6. Services MIS:

a) [BIDDER] will develop complete MIS of printing on agreed format, which will be sent to [MEPCO] given e-mail addresses as required.

b) Following key reports will be developed by [BIDDER] for Project monitoring:
   a. Mismatch reports (data received Vs bills physically printed).
   b. Daily printing performance.
   c. Quality Service report for delivery services as per format required by [MEPCO].

c) Original Physical Job cards for processing of printing will be kept till One Month at [BIDDER] end.

7. Feed Back & response mechanism:

a) Escalation matrix will be designed at both ends with mutual consensus of both the Parties.

b) [BIDDER] will respond to all queries within 24 hours from the time of submission of complaint.

c) Special complaints will be dealt on special basis & will be replied within coordination teams directly.

8. Turnaround Time (TAT):

Mentioned in Special condition of bidding document.

9. Agreement Period:

The agreement will be effective for 03 years from the first date of rendering of services as per given schedule / volume described in Clause 1(c) of this SOW or from time to time.

----------END of SOW----------

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 General 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
GCC 2	**Applicable/Governing Law:** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
GCC 3	**Language:** The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**
GCC 4	**Notices:** **The addresses for the notices are:** The Procuring Agency: Multan Electric Power Company Ltd. The Contractor/ Service Provider: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 6.1	**The Authorized Representatives are:** **For the Procuring Agency:** **Name: Muhammad Hassnain Shakeel** **Designation: Director Procurement Dist. MEPCO** **Address: MEPCO HQ Khanewal Road. Multan** **For the Contractor:** **Name**..... **Designation: .....** **Address: .....**
GCC 7	**Effectiveness of the contract** The Contract shall be effective within 30 days from the date of issuance of Work Order
GCC 8	**Commencement of Services:** The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.
GCC 10.2	**Expiration of Contract:** The time period shall be **three (03) years effective from commencement/rendering of services.**

GCC 14	**Termination:** In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Non-Consultancy Services till the time of alternate arrangements.
GCC 16	**Conflict of Interest:** The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC 17**.**
GCC 20	**Liquidated Damages:** If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the procuring agency as Liquidated Damages at a rate of **0.1% per day subject to maximum** of **10%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.
GCC 21	**Performance Guarantee:** The amount of performance guarantee shall be 05% of Contract Value including GST) in the form (*CDR/Bank Guarantee)* in favor of the (*CEO MEPCO)*.
GCC 28	**Payment terms:** Payment (including all Taxes) will be made to the Bidder by CFO office MEPCO on monthly basis (within 30 days after receipt /clearance of any objection) according to the actual invoice submitted by the Bidder against the services provided on production of following documents: (i) Bill in Triplicate duly approved by Director General (IT). (ii) Detail of bills printing & delivery (during a calendar month), for respective Revenue Office duly signed by the concerned Revenue Officer along with respective Circle DCM and authorized Officer of each IT Center. (iii) Non-Payment Certificate. (iv) The bidder in its invoices shall also give an undertaking that in case of omission of any deductible amount, MEPCO's claim at any later stage (through pre-audit or post audit) shall be acceptable to you. (v) Bidder in its invoices will also mention its IBAN for transferring of funds in its account.
GCC 29	**Identifying Defects:** The procuring agency reserves the right at any time to inspect the premises of the contractor to inspect arrangements for the services and monitor the services being provided.

GCC 30	**Correction of Defects, and Lack of Performance Penalty** 30.3 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 an amount of **Rs. 5,000/-** per instance as a penalty. This amount will be deducted from monthly invoice.
GCC 31	**Guidance for Dispute Resolution:** I. 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 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

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following a notice sent by one Party to the other Party in this regard.

ii. atfuture of negotiation the dispute shall be r e s o l v e d through mediation and mediator shall be appointed with the mutual consent of the both parties.

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

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

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

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

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 contractor who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however, above provision shall prevail in referring the case to the Arbitrator. **Place of Arbitration and Award:** The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS