

Standard Bidding Document

TENDER NO 4351 (100-KVA Irreparable Transformers, as per list attached. DDS-84:2007 with Amendment No.4)
(Non-Consultancy Services)

National

Single Stage-One Envelope



April 14, 2026

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PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Material Management (Lahore Electricity Supply Company (LESCO))** has reserved Funds for the procurement planned for FY **2025-26**. The **Material Management (Lahore Electricity Supply Company (LESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“TENDER NO 4351 (100-KVA Irreparable Transformers, as per list attached. DDS-84:2007 with Amendment No.4)”**
2. The **Material Management (Lahore Electricity Supply Company (LESCO))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-One 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, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft, Others** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Wednesday, April 29, 2026 10:30 AM**. E-bids will be opened on the same day at **Wednesday, April 29, 2026 11:00 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

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

2. Source of Funds

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

3. Fraud & Corruption

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

4. Eligible Bidders

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

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

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

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

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

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

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

4.1.6.1. its professional conduct; or

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

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

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

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

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

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

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

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

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

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

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

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

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

5. Qualification of the Bidder

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

B. Bidding Documents

1. Contents of Standard Bidding Document

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

Section I - Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

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

Section VI Bidding Forms

Section VII Fraud & Corruption

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

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

2. Clarifications

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

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

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

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

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

2.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

2.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

2.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

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

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

bid:

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

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

3. Amendment of Bidding documents

3.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

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

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

3.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

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

C. Preparation of Bids

1. Documents Constituting the Bids

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

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

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

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

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

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

1.1.6. Any other document required in the BDS.

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

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

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

3. Documents Establishing Eligibility and Qualification of the Bidder

3.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

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

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

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

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

4. Form of Bid

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

5. Bids Prices

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

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

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

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

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

6. Price Adjustment

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

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

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

7. Bids Currencies

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

8. Bid Validity Period

8.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing

declaration as the case may be.

9. Bid Security or Bid Securing Declaration

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

9.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 17.5

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

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

9.4.1. the expiry of the Bid Security;

9.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

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

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

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

9.5.1. if a bidder:

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

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

9.5.2. in the case of a successful bidder fails:

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

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

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

10. Alternative Bids by Bidders

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

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

11. Withdrawal, Substitution, and Modification of Bids

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

12. Format and Signing of Bids

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

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

D. Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

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

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

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

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

to two billion rupees)

3. **Third Party Validation**

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

4. **External Bid Evaluation Committee**

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

5. **Opening of Bids**

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

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

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

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

6. **Confidentiality**

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

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

7. Preliminary Examination of Bids

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

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

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

7.1.3. is accompanied by the required securities; and

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

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

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

8. Examination of Terms and Conditions, Technical Evaluation

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

met without material deviation or reservation.

8.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21**, it shall reject the bids.

9. Correction of Errors

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

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

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

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

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

9.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17**.

10. Conversion to Single Currency

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

11. Evaluation of Bids

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

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

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

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

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

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

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

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

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

12. Determination of Most Advantageous Bids

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

13. Abnormally Low Financial Bids

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

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

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

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

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

14. Rejection of Bids

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

15. Cancellation of procurement

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

16. Single Responsive Bid

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

17. Alternate Dispute Resolution (ADR)

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

18. Arbitration Clause

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

19. Fee of the Arbitrator

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

20. Socio-economic development

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

21. Environmental objectives

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

F. Award of Contract

1. Appointment of Contract Manager

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

2. Criteria of Award

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

3. Procuring Agency's Right to reject All Bids

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

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

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

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

5. Notification of Award

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

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

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

6. **Signing of Contract**

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

7. **Performance Guarantee**

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

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

8. **Advance Payment**

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

9. **Arbitration**

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

10. **Corrupt & Fraudulent Practices**

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

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

1. **Constitution of Grievance Redressal**

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

2. **GRC Procedure**

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

H. **Blacklisting/ Debarment**

1. **Procedure for Blacklisting/Debarment**

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



Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	<p>Name of Procuring Agency: Material Management (Lahore Electricity Supply Company (LESCO))</p> <p>The subject of procurement is: TENDER NO 4351 (100-KVA Irreparable Transformers, as per list attached. DDS-84:2007 with Amendment No.4)</p> <p>Expected commencement date: Friday, July 31, 2026</p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency: 2025-26</p> <p>Name and identification number of the Contract: P20402</p>
3.	4.6	<p>JV/Consortium or Association Allowed: No</p> <p>Number of JV/Consortium Members: Nil</p>
B. Bidding Documents		

4.	7.1	The Bidders may seek clarifications through EPADS v2.0 : Clarification Date: Monday, April 20, 2026
5.	8.1	Any addendum, in case issued, shall be published on Material Management (Lahore Electricity Supply Company (LESCO)) website and on EPADS v2.0 .



6.

9.1

List of documents required along with the bid:

1. 1 Form of Bid and Bid Prices completed in accordance with ITB 14 and 15 2 Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process. 3 Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods

2. 4 Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents. 5 Bid security or Bid Securing Declaration furnished in accordance with ITB 18 6 Copy of the deposit receipt of the tender fee (if any)

3. 7 Schedule of delivery 8 Technical data and Literature in English giving out salient feature of the quoted item(s) along-with WAPDA/PEPCO standard specification.

4. 9 Bidders are required to submit details of all litigations, arbitration and other claims whether pending, threatened or resolved in last five years. The employer / Purchaser may disqualify bidder in the event that the total amount of pending or threatened litigations, arbitration and other claims represents twenty five percent (25%) of the Bidder's net worth. Details in this regard should be submitted in the Bid on attached form of pending litigation (Alongwith proof / documentary evidences of

5. 10 Undertaking of non-blacklisting AND Non default certificate in any contract agreement/purchase order in

7.	11.1	The qualification criteria to establish the supply / production capability of the bidder. <i>see Eligibility Criteria</i>
8.	7.6	Services and Their related documents: <i>See section Required Services and Scope of Work</i>
9.	13.1 & 13.2	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	7.6.2	Specifications: <i>see section of specifications.</i>
C. Preparation of Bids		
11.	13.5	The price shall be Fixed .
12.	15.1	Currency of the Bids shall be : PKR
13.	16.1	The Bids/Bid Validity period shall be: 75 Days
14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6 The Bid Security shall be in the form of: Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft, Others

15.	17.3	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.
16.	18.1	Alternative Bids to the requirements of the bidding documents willnot be permitted.
D. Submission of Bids		
17.	21.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p>LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: Wednesday, April 29, 2026 10:30 AM</p>
E. Opening and Evaluation of Bids		
18.	26.1	<p>The Bids opening shall take place on EPADS v2.0.</p> <p>Day : Wednesday</p> <p>Date: Wednesday, April 29, 2026</p> <p>Time : 11:00 AM</p>

19.	32.1	Selection technique adopted will be: Least Cost Based Selection (LCBS) <i>see Evaluation Criteria</i>
F. Award of Contract		
20.	49.1	The Performance guarantee shall: 5.00% . The Performance Guarantee shall be acceptable in the form of: Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft
21.	51.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	53.1	Grievence against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
The bidder must be prequalified and registered with LESCO / DISCO / any WAPDA formation under the relevant category of material being procured	Yes
The bidder should have registered with Income Tax & Sales Tax Department	Yes
As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, only registered suppliers who are on Active Taxpayers List (ATL) of FBR, are eligible to supply goods / services to LESCO	Yes
Bid Security shall be in favour of the Purchaser valid for a period of 28-days beyond the Bid Validity date. Bid guarantee shall be furnished on non-judicial stamp paper of value Rs.500/-. In case of any amendment in Bid Security, the bidder should also furnish the same on non-judicial stamp paper of value Rs. 500/-.	No
Following Schedule Bank of Pakistan are acceptable (For Bid Security) Allied Bank Limited, National Bank of Pakistan, Bank Al- Habib, United Bank Limited, Muslim Commercial Bank, Habib Bank Limited, Askari Bank Limited, Bank Al- Falah Limited, The Bank of Punjab, Faysal Bank Limited, Meezan Bank Limited, Zarai Trakiati Bank Limited, Habib Metropolitan Bank Limited, Samba Bank Limited, Standard Chartered Bank Limited, Dubai Islamic Bank Pakistan Limited and JS Bank Limited	No

The bid security shall be, at the option of the bidder, in the form of Deposit at Call or Pay Order or Banker's Cheque or a Bank Guarantee must be issued in the favor of CEO LESCO. The Bid Validity period shall be 120 days 28-days beyond the bid validity date after the date of tender opening

Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
100-KVA Irrepairable Transformers, as per list attached. DDS-84:2007 with Amendment No.4	<p>Address: The bidders should quote the FCS price as per price schedule to supply at Regional Store Shalamar, Lahore, 132-KV Grid Station WalgonSohail (Ferozewattwaan) and 132-KV Grid Station Pattoki</p> <p>Schedule: 50% quantity will be repaired within 60-days and remaining 50% quantity shall be repaired in next 45-days</p> <p>Quantity: 350</p>	350	1500000

Related Services :

No

Services Specifications

Positions Without Lots :

Position: 100-KVA Irrepairable Transformers, as per list attached. DDS-84:2007 with Amendment No.4

Specifications / Requirements:

100-KVA Repairable Transformers, as per list attached. DDS-84:2007 with Amendment No.4

Scope of Work

The material shall be supplied strictly according to NTDC's standard specification and quantity mentioned in **Form 3 & Form 4**

1. The quoted prices on basis of free pick & drop at consignee's Store Regional Store LESCO Shalamar Lahore, WalgonShohail&Pattoki are firm & final on **"AS IS WHERE IS BASIS"** and shall not be escalated for any reason what so ever. The bidder can visit the Regional Stores of LESCO for visual checking of repairable / Irrepairable Transformers before quoting per unit reclamation charges.
2. Repairable / Irrepairable Transformers will be requisitioned through Chief Engineer (MM) LESCO. Chief Engineer (MM) LESCO will receive / dispatch inspected damaged transformers, specially loading and unloading will be provided by Dy. Manager, Regional Store LESCO Shalamar Lahore, WalgonShohail&Pattoki.

3. The prices include the present duties, taxes and credits (copper, tubes & replaceable material etc). In case however the present duties and taxes are increased or new taxes/duties are imposed by the Govt. on finished goods, during the currency of the Contact, the same will be paid extra on production of documentary evidence. In case of decrease in duties/taxes by Govt. the prices will be decreased accordingly.

4. The prices are on FCS basis that includes the shifting of Repairable / Irrepairable transformers from Regional Store LESCO Shalamar Lahore, WalgonShohail&Pattoki to the firms' workshop and return reclaimed transformers from the firm's workshop to Regional Store LESCO Shalamar Lahore, WalgonShohail&Pattoki.

5. Inspection and Testing of reclaimed transformers will be carried out in the premises of the firm for which necessary testing facilities will be provided and testing will be carried out in accordance with specification as described in Form 3 & Form 4, you shall bear the expenses for all those tests to be got carried out from outside authorized laboratories, if deemed necessary.

6. Transformer oil and enameled copper wire shall be got tested from RTL Faisalabad once in a year at the contractor expenses.

7. Deputy Manager, Regional Store LESCO Shalamar Lahore, WalgonShohail&Pattoki will issue fresh GRN only after repairing Repairable / Irrepairable transformers of warranty period if any against the rate contract and to maintain up to date record as well as to avoid accumulation of Repairable / Irrepairable transformers with the firm.

8. The firm is directed to repair Repairable / Irrepairable on the "FIFO" basis. However, in exceptional cases the instructions can be issued by the Chief Engineer (M.M) for repair of specific capacity of transformers in accordance with requirement of field formations.

9. LESCO reserves the right to cancel the contract any time without assigning any reason in case if the Performance found not satisfactory.

1. Newly installed tubes supported by ring having flat (MS Patti) strip

2. This work order/rate contract shall remain in force for a period “01-Year” from the date of its issuance.
3. The repair cost can be renewed after one year with mutual consent of both the parties to extend the contract for further one year or more, if desired.

Note:-

1. Bidder should submit 100% compliance undertaking of Technical Conditions / special provisions otherwise bid will be deloared non-responsive.
2. Only one FCS rate should be quoted for supply of Stores at Regional Store Shalamar, Lahore, 132-KV Grid Station WalgonShohail (Ferozewattwaan) and 132-KV Grid Station Pattoki. Percentage wise exact quantity will be allocated / distributed at the time of placing Letter of Intent (LOI) or award of contract.
3. The quoted FCS price in Pak Rupees shall be firm and final and not subject to escalation for any reason what-so-ever. The Tenderer shall be entirely responsible for all duties and Taxes and other such levies on finished goods/ components and raw material of the Contracted goods until delivery to the consignee(s). The Sales Tax be quoted separately.
4. This tender will be evaluated in the light of categorization policy formulated by WAPDA Authority and if any pre-qualified firm has not yet been categorized by WAPDA, it will be considered in category-1.
5. In case of any specific occurrence the shares will be distributed / allocated on the basis of previous performance in supplies against DISCOs Purchase Orders, manufacturing / repairing capacity / capability etc.
6. Conditional Bids / Rates will not be entertained / accepted.

7. Bid submission / Tender opening date & timings shall be observed strictly.
8. You have to submit the requisite Certificate dully filled in, regarding the Declaration of Fees, Commission & Brokerage etc paid by you about Goods, Services & Works.
9. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules / PEPCO instructions.
10. In case of holiday announced by the Govt. of Pakistan, strike in LESCO or any other reasons what so ever due to which this office remains closed on the above scheduled tender opening date, the tender will be opened on next working day at same time and place / venue.
11. In case of new entrant, the tenderer should submit the copy of educational / regular purchase order issued by any DISCOs along-with its completion and performance of supplied material in the light of specification / instructions / guidelines issued by Chief Engineer (S&S) NTDC Lahore letter No.3187-97 dated. 20.10.2015, otherwise your firm will be considered for educational order / non-responsive.
12. The bidder's Beneficiary Declaration certificate mentioning the names of beneficiary accounts as per PPRA SRO 592 and in case, such owners / Beneficiary have other firms with different names registered as General Order Suppliers with DISCO/ NTDC/WAPDA who are consistently non-performing (non-delivery of material, non-submission of performance Guarantees, Bid Guarantees, Advance Payments, non-execution of contract agreements etc.) then the bidder's having same beneficiary / owners firm's shall be declared as non-responsive. Copy of form of Beneficiary Declaration certificate is attached.
13. Marking of page number of the bid along with all enclosures must be ensured in sequence to ascertain the number of documents attached with the bidding documents, as per C.E (TS) Design memo No. 5686-91 dt.16.08.2024.
14. The word PEPCO shall be read and considered as "PPMC"

15.







A) The inspection of reclaimed transformers will be carried out at contractor's works jointly by the LESCO inspection committee or by one authorized representative of LESCO, if required by the competent authority. Notice in writing shall be given to the inspecting officers by the contractor when the store against the order is ready for inspection. All reasonable facilities as provided in the specification or followed by the industry or trade in general shall have to be afforded to the inspecting officers including their TA/DA by you at your expenses for carrying out inspection.

B) Following tests shall be carried out on reclaimed distribution transformers at the time of final inspection.

-102.1. Visual Inspection

-102.2. Measurement of No load losses

-102.3. Measurement of load losses

-102.4. measurement of percentage impedance M

-102.5. Measurement of winding resistance

-102.6. High Voltage Withstand Test

-102.7. Induced voltage withstand test

-102.8. Transformer Turn Ratio Test

-102.9. Bird Protection Test

-102.10. Transformer oil Test (see Note I)

-102.11. Tank Pressure Test

Note 1: Following tests shall be carried out on Transformer oil.

i-Dielectric strength ii-Specific Gravity iii-Viscosity iv-Acidity v-Flash point vi-Pour Point

Price Schedule

For Individual Positions

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

For Lots

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





General Conditions of Contract

A. General

1. Definitions

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

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

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

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

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

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

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

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

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

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

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

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

1.1.12. "Government" means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

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

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

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

1. **Effectiveness of Contract**

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

2. Commencement of Services

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

3. Program schedule

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

4. Starting Date/Expiration Date

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

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

5. Entire Agreement

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

6. Modification

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

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

7. Force Majeure

7.1. Definition

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

7.2. No Breach of Contract

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

7.3. Extension of Time

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

7.4. Payments

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

8. Termination

8.1. By the Procuring Agency

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

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

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

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

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

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

8.2. By the Contractor

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

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

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

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

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

C. Obligations of the Contractor

1. General

1.1. Standard of Performance

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

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

1.2. Law Applicable to Services

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

2. Conflict of Interests

2.1. Contractor Not to Benefit from Commissions and Discounts

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

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

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

2.3. Prohibition of Conflicting Activities

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

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

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

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

3. Insurance to be Taken Out by the Contractor

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

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

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

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

4.1.2. changing the Program of activities; and

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

5. Reporting Obligations

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

6. Liquidated Damages

6.1. Payments of Liquidated Damages

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

6.2. Correction for Over-payment

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

6.3. Lack of performance penalty

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

7. Performance Guarantee

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

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

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

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

8. Sustainable Procurement

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

D. Contractor's Personnel

1. Description of Personnel

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

2. Removal and / or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

1. Change in the Applicable Law

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

2. Services and Facilities

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

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

F. Payments to the Contractor

1. Contract Price

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

2. Terms and Conditions of Payment

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

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

3. Quality Control Identifying Defects

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

4. Correction of Defects, and Lack of Performance Penalty

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

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

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

5. Settlement of Disputes Amicable Settlement

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

6. Dispute Settlement

6.1. Arbitration

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

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



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

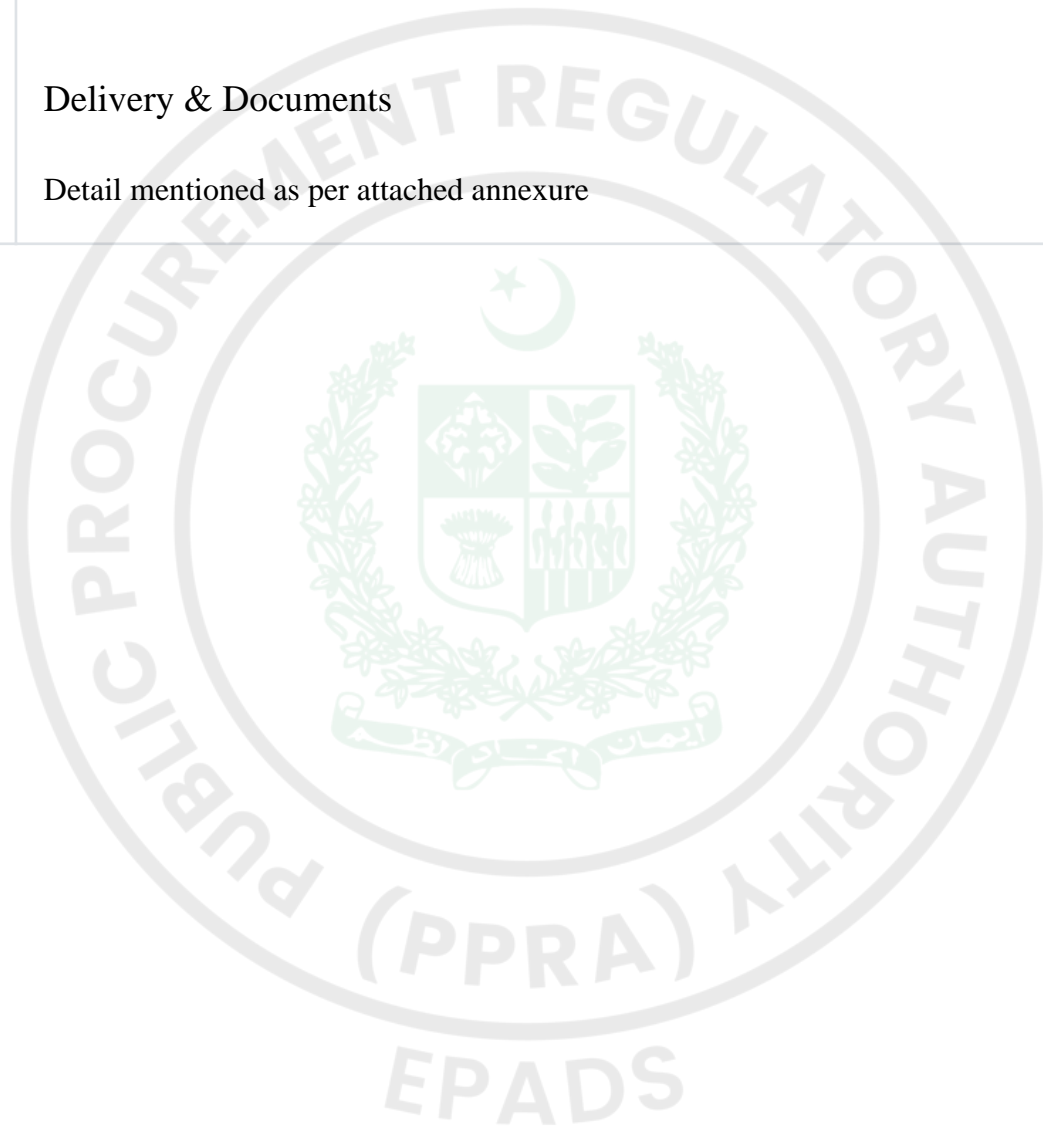
The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Definitions</p> <p>The Procuring Agency is:Material Management (Lahore Electricity Supply Company (LESCO)),Assistant Manager ProcurementLESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).</p> <p>The Supplier is:</p> <p>The title of the subject procurement is:TENDER NO 4351 (100-KVA Irreparable Transformers, as per list attached. DDS-84:2007 with Amendment No.4)</p>
GCC 2	<p>Applicable/Governing Law:</p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
GCC 3	<p>Language:</p> <p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in English.</p>

<p>GCC 4</p>	<p>Notices:</p> <p>The addresses for the notices are:</p> <p>Procuring Agency:</p> <p>Material Management (Lahore Electricity Supply Company (LESCO)),Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). +92-370-499-0342 ammm5@lesco.gov.pk</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder’s Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p>GCC 6.1</p>	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency:</p> <p>Material Management (Lahore Electricity Supply Company (LESCO)),Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). +92-370-499-0342 ammm5@lesco.gov.pk</p> <p>For the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>
<p>GCC 7</p>	<p>Effectiveness of the contract</p> <p>The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties</p>

GCC 8	<p>Commencement of Contract:</p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>
GCC 10.2	<p>Expiration of Contract:</p> <p>The time period shall be</p>
GCC 14	<p>Termination</p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.</p>
GCC 16	<p>Conflict of Interest:</p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.</p>
GCC 20	<p>Liquidated Damages</p> <p>If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of 2.00% to 10.00% of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.</p>
GCC 21	<p>Performance Guarantee:</p> <p>The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft</p>
GCC 27	<p>Currency of Payment:</p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>
GCC 28	<p>Payment terms:</p> <p>Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.</p>

GCC 29	<p>Identifying Defects:</p> <p>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.</p> <p>Inspections & Tests Requirements</p> <p>Detail mentioned as per attached annexure</p> <p>Delivery & Documents</p> <p>Detail mentioned as per attached annexure</p>



Following is the guidance for Dispute Resolution

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P20402**

To: **Material Management (Lahore Electricity Supply Company (LESCO)), Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore 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 **Material Management (Lahore Electricity Supply Company (LESCO)), Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore 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., **TENDER NO 4351 (100-KVA Irreparable Transformers, as per list attached. DDS-84:2007 with Amendment No.4) (P20402)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

8. [add here: any other documents]

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

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

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

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

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Material Management (Lahore Electricity Supply Company (LESCO)), Assistant Manager Procurement** **LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Annexure

Mandatory Compliance with Attached Terms, Conditions & Undertaking (EPAD Submission)

The attached document contains detailed provisions regarding Performance Guarantee, inspection requirements, delivery documents, consignee/address details, payment terms, bid rejection conditions, and other contractual obligations.

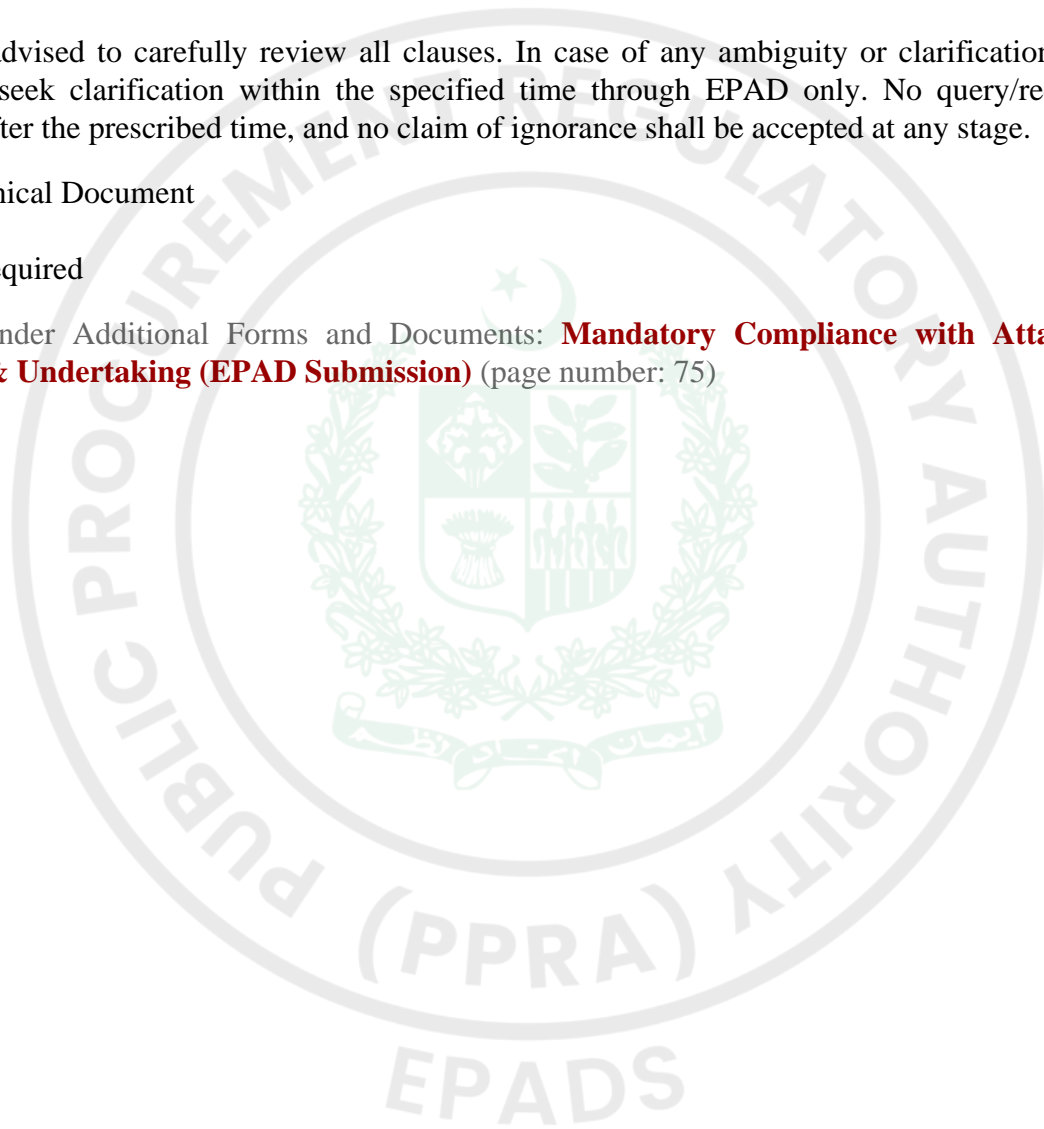
All relevant attachments are a mandatory part of the bidding documents and must be duly signed and stamped (digital signatures acceptable) and uploaded on EPAD along with the bid. Failure to upload this document, or submission of an unsigned/unstamped copy, shall render the bid non-responsive and liable to rejection without further correspondence.

Bidders are advised to carefully review all clauses. In case of any ambiguity or clarification required, the bidder must seek clarification within the specified time through EPAD only. No query/request shall be entertained after the prescribed time, and no claim of ignorance shall be accepted at any stage.

Upload Technical Document

Document Required

See Form Under Additional Forms and Documents: **Mandatory Compliance with Attached Terms, Conditions & Undertaking (EPAD Submission)** (page number: 75)





Procurement Forms

Past Experience and Completed Contracts

The bidder should have at 02 years' manufacturing / repairing experience of supply of offered equipment of the same nature or higher capacity. Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non-responsive.

Bidder shall have successfully completed at least two (02) numbers of contracts of same nature/type. "Same nature/type" means material/equipment having comparable characteristics/ features. In this context, complete set of copies of the contract agreements/Purchase Orders along-with copy of GRN/completion certificate for the equipment indicated in the supply record pertaining to the specified and comparable equipment during the bid evaluation. Non-submission of said/above documents shall render the bid non-responsive

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 122)







Additional Forms and Documents

1. Copy of the deposit receipt of the tender fee. (if any)
2. Schedule of delivery
3. Technical data and literature in English giving out salient feature of the quoted item (s) along-with WAPDA/PEPCO standard specification.
4. Bidders are required to submit details of all litigations, arbitration and other claims whether pending, threatened or resolved in last five years. The employer / Purchaser may disqualify bidder in the event that the total amount of pending or threatened litigations, arbitration and other claims represents twenty five percent (25%) of the Bidder's net worth. Details in this regard should be submitted in the Bid on attached form of pending litigation (Along-with proof / documentary evidences of required net worth). (FORM 11). Bidder will be considered as non-responsive if total amount of pending litigation or other claims represent twenty five percent (25%) of bidder's net worth. Detail in this regard should be submitted with bid.
5. Valid Prototype approval from NTDC OR unconditional undertaking/confirmation duly signed and stamped by the bidder and for fresh prototype approval duly with in delivery period and at bidder own cost as per NTDC Specification - Technical Provision of the bidding document.
6. Bidder has to attach a declaration on its letter head that bidder (in case bidder is not manufacturer) have not defaulted any contract agreement/purchase order in WAPDA/NTDC /DISCOs.
7. Bidder has to attach "Certificate of Quality and Standards" on its letter head that offered material shall be strictly as per WAPDA/NTDC/IEC standards (amended to date.) and Certificate that General Conditions of Contract for purchases by PEPCO / WAPDA dated 12/08/1948 amended up to date and latest purchase procedure PPRA-2004 (amended to date) are acceptable and will be adhered by the bidder.
8. Integrity Pact
9. Bid security/bank security as per bidding document.
10. Schedule of prices in respect of equipment (Form-3)
11. Annex-I of PPRA SRO 592 (Ultimate beneficial owner declaration) (Form-13)
12. Any other document required in the BDS.
13. Proforma showing performance of the firm in LESCO/DISCOs during last five fiscal / calendar years for the repair of offered material of the same nature or higher capacity should be submitted by the firm as per Pattern available in the bidding document (FORM-12) 1/2 (At least 02-Nos. P.O.s and their relevant GRNs must be attached). Supply record duly signed and stamped will be provided with the bid otherwise the bid will be liable for rejection.
14. Copy of certificate of registration with Sales Tax Department along-with necessary undertaking that the name of your firm exists on active tax payer list of FBR.
15. Valid ISO-18001/45001 Certification.

NOTE:

- The bidder must submit a cover letter along with the bid, clearly indicating a serial-wise list of all attached documents along with their respective page numbers.

Marking of page number of the bid along with all enclosures must be ensured in sequence to ascertain the number of documents attached with the bidding documents, as per C.E (TS) Design memo No. 586-91. dt. 16.08.2024

- The Performance Bond equal to **5%** of the value of the contract including GST from the following Scheduled Bank of Pakistan only: **Allied Bank Limited, National Bank of Pakistan, Bank Al-Habib, United Bank Limited, Muslim Commercial Bank, Habib Bank Limited, Askari Bank Limited, Bank Al-Falah Limited, The Bank of Punjab, Faysal Bank Limited, Meezan Bank Limited, Zarai Trakati Bank Limited, Habib Metropolitan Bank Limited, Samba Bank Limited, Standard Chartered Bank Limited, Dubai Islamic Bank Pakistan Limited and JS Bank Limited** or from a foreign bank duly counter guaranteed by above Scheduled Bank in Pakistan are acceptable operating in Pakistan duly registered with SBP. Bank Guarantee in the shape of Shape of Deposit at Call or Pay Order or Banker's Cheque are acceptable from any Scheduled Bank in Pakistan in favour of the CEO LESCO will be furnished by the successful bidder within **07-days** from the date of issuance of Letter of Intent (LOI). In case of further delay due to late submission of performance guarantee / bond, Purchase Order will be issued after deducting the delayed period from the legitimate delivery schedule mentioned in the LOI or bidding

documents. Bank Guarantee shall be furnished on non-judicial stamp paper of value as prescribed by the Government. The Performance security must be furnished along with acceptance of Letter of Intent in writing before the formal issuance of the Purchase Order.

- The performance security shall be valid up to **12-months** after completion of FCS and shall be prepared on Performa appended in "Standard Forms".
- *In case of non-submission of Performance Security within 28 days from the notification of Contract award/ Notification of Award/Letter of Intent, the bid security shall be forfeited.*

Performance bond shall be furnished on non-judicial stamp paper of value Rs.500/-.

The material shall be supplied strictly according to NTDC's standard specification and quantity mentioned in **Form 3 & Form 4**

1. The quoted prices on basis of free pick & drop at consignee's Store Regional Store LESCO Shalamar Lahore, WalgonShohail&Pattoki are firm & final on "**AS IS WHERE IS BASIS**" and shall not be escalated for any reason what so ever. The bidder can visit the Regional Stores of LESCO for visual checking of repairable / Irrepairable Transformers before quoting per unit reclamation charges.
2. Repairable / Irrepairable Transformers will be requisitioned through Chief Engineer (MM) LESCO. Chief Engineer (MM) LESCO will receive / dispatch inspected damaged transformers, specially loading and unloading will be provided by Dy. Manager, Regional Store LESCO Shalamar Lahore, WalgonShohail&Pattoki.
3. The prices include the present duties, taxes and credits (copper, tubes & replaceable material etc). In case however the present duties and taxes are increased or new taxes/duties are imposed by the Govt. on finished goods, during the currency of the Contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties/taxes by Govt. the prices will be decreased accordingly.
4. The prices are on FCS basis that includes the shifting of Repairable / Irrepairable transformers from Regional Store LESCO Shalamar Lahore, WalgonShohail&Pattoki to the firms' workshop and return reclaimed transformers from the firm's workshop to Regional Store LESCO Shalamar Lahore, WalgonShohail&Pattoki.
5. Inspection and Testing of reclaimed transformers will be carried out in the premises of the firm for which necessary testing facilities will be provided and testing will be carried out in accordance with specification as described in Form 3 & Form 4, you shall bear the expenses for all those tests to be got carried out from outside authorized laboratories, if deemed necessary.
6. Transformer oil and enameled copper wire shall be got tested from RTL Faisalabad once in a year at the contractor expenses.
7. Deputy Manager, Regional Store LESCO Shalamar Lahore, WalgonShohail&Pattoki will issue fresh GRN only after repairing Repairable / Irrepairable transformers of warranty period if any against the rate contract and to maintain up to date record as well as to avoid accumulation of Repairable / Irrepairable transformers with the firm.
8. The firm is directed to repair Repairable / Irrepairable on the "FIFO" basis. However, in exceptional cases the instructions can be issued by the Chief Engineer (M.M) for repair of specific capacity of transformers in accordance with requirement of field formations.
9. LESCO reserves the right to cancel the contract any time without assigning any reason in case if the Performance found not satisfactory.
 - i- Newly installed tubes supported by ring having flat (MS Patti) strip
 - ii- This work order/rate contract shall remain in force for a period "01-Year" from the date of its issuance.
 - iii- The repair cost can be renewed after one year with mutual consent of both the parties to extend the contract for further one year or more, if desired.

Note:-

- i. Bidder should submit 100% compliance undertaking of Technical Conditions / special provisions otherwise bid will be deloared non-responsive.
- ii. Only one FCS rate should be quoted for supply of Stores at Regional Store Shalamar, Lahore, 132-KV Grid Station WalgonShohail (Ferozewattwaan) and 132-KV Grid Station Pattoki. Percentage wise exact quantity will be allocated / distributed at the time of placing Letter of Intent (LOI) or award of contract.
- iii. The quoted FCS price in Pak Rupees shall be firm and final and not subject to escalation for any reason what-so-ever. The Tenderer shall be entirely responsible for all duties and Taxes and other such levies on finished goods/ components and raw material of the Contracted goods until delivery to the consignee(s). The Sales Tax be quoted separately.
- iv. This tender will be evaluated in the light of categorization policy formulated by WAPDA Authority and if any pre-qualified firm has not yet been categorized by WAPDA, it will be considered in category-1.
- v. In case of any specific occurrence the shares will be distributed / allocated on the basis of previous performance in supplies against DISCOs Purchase Orders, manufacturing / repairing capacity / capability etc.
- vi. Conditional Bids / Rates will not be entertained / accepted.
- vii. Bid submission / Tender opening date & timings shall be observed strictly.
- viii. You have to submit the requisite Certificate dully filled in, regarding the Declaration of Fees, Commission & Brokerage etc paid by you about Goods, Services & Works.
- ix. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules / PEPCO instructions.
- x. In case of holiday announced by the Govt. of Pakistan, strike in LESCO or any other reasons what so ever due to which this office remains closed on the above scheduled tender opening date, the tender will be opened on next working day at same time and place / venue.
- xi. In case of new entrant, the tenderer should submit the copy of educational / regular purchase order issued by any DISCOs along-with its completion and performance of supplied material in the light of specification / instructions / guidelines issued by Chief Engineer (S&S) NTDC Lahore letter No.3187-97 dated. 20.10.2015, otherwise your firm will be considered for educational order / non-responsive.
- xii. The bidder's Beneficiary Declaration certificate mentioning the names of beneficiary accounts as per PPRA SRO 592 and in case, such owners / Beneficiary have other firms with different names registered as General Order Suppliers with DISCO/ NTDC/WAPDA who are consistently non-performing (non-delivery of material, non-submission of performance Guarantees, Bid Guarantees, Advance Payments, non-execution of contract agreements etc.) then the bidder's having same beneficiary / owners firm's shall be declared as non-responsive. Copy of form of Beneficiary Declaration certificate is attached.
- xiii. Marking of page number of the bid along with all enclosures must be ensured in sequence to ascertain the number of documents attached with the bidding documents, as per C.E (IS) Design memo No. 5686-91 dt.16.08.2024.
- xiv. The word PEPCO shall be read and considered as "PPMC"

Stamp & Signature of bidders

SECTION VI: STANDARD FORMS
A. STANDARD FORMS FOR
(SINGLE STAGE AND ONE ENVELOP PROCEDURE)

Form 1: Form of Bid

Form 2: Documents/ Certificates to be submitted with Bid

Form 3: Price Schedule for Domestic Goods Manufactured within Pakistan

Form 4: List of Related Services and Completion Schedule

Form 5: Form of Qualification Information

Form 6: Notification of Award

Form 7: Bid Security Form

Form 8: Bid Securing Declaration

Form 9: Deviations from Technical Specification Form

Form 10: Deviation from Contractual Conditions

Form 11: Current Litigation Information

Form 12: Performa Showing Performance of the Firms

Form 13: Annexure-I of PPRA SRO 592

Form1:FormofBid

Date:

To: Gentlemen and/or Ladies,

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver **[description of goods and services]**, with a price valid for **[insert bid validity days]**, in conformity with the said Bidding Documents, for the sum of **[total Bid Amount in words and figures]**, or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our bidding price did not involve agreements with other bidders for the purpose of bid suppression.

We hereby confirm **[insert the name of the Appointing Authority]** to be the Appointing Authority, to appoint the adjudicator in case of any disputes arising, in accordance with ITB Clause 45.1.

We undertake that, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as bidder(s), we do not have any conflict of interest with reference to ITB Clause 3.7.

We agree to abide by this Bid for the Bid Validity Period specified in BDS 19, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan’s laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the Bidding Documents.

Dated this _____ day of _____, 20

Name: _____

Signature: _____

In the capacity of: _____

Duly authorized to sign the Bid for and on behalf of: _____

Form2:Documents/ Certificates to be submitted with Bid

Sr. No.	Description	Document Attached Tick "Yes/No"
1	Form of Bid and Bid Prices completed in accordance with ITB 14 and 15	
2	Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process.	
3	Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods	Not applicable
4	Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents.	
5	Bid security or Bid Securing Declaration furnished in accordance with ITB 18	
6	Copy of the deposit receipt of the tender fee (if any)	
7	Schedule of delivery	
8	Technical data and Literature in English giving out salient feature of the quoted item(s) along-with WAPDA/PEPCO standard specification.	
9	Bidders are required to submit details of all litigations, arbitration and other claims whether pending, threatened or resolved in last five years. The employer / Purchaser may disqualify bidder in the event that the total amount of pending or threatened litigations, arbitration and other claims represents twenty five percent (25%) of the Bidder's net worth. Details in this regard should be submitted in the Bid on attached form of pending litigation (Alongwith proof / documentary evidences of required net worth). (Form-11)	
10	Undertaking of non-blacklisting AND Non default certificate in any contract agreement/purchase order in WAPDA/NTDC/DISCOs	
11	Valid and fresh manufacturer authorization(s). (If applicable)	Not applicable
12	Financial statements and documents to ascertain the financial health of bidder (In case of Litigation)	
13	Original bid security/bank security as per bidding document	
14	Schedule of prices in respect of equipment	
15	Integrity Pact (if applicable)	
16	Complete offer in duplicate (1 original + 1 copy).	
17	Offer Letter/Form of Bid	
18	Annex-I of PPRA SRO 592 (Form-13)	
19	Forms available in the bidding document (Only Applicable Forms)	
20	Certificate that latest purchase procedure PPRA-2004 (amended to date) are acceptable to the bidder and are hereby agreed to by the bidder.	
21	Certificate that the material offered is in accordance with the NTDC Tender Specifications amended to date.	
22	Copy of Letter of Registration as General Order Supplier / Pre-qualification with NTDC/ DISCOs/PEPCO/WAPDA under relevant category of material.	
23	Copy of certificate of registration with Sales Tax Department along-with necessary undertaking that the name of your firm exists on active tax payer list of FBR.	
24	Valid ISO-18001/45001 Certification	
25	Valid Prototype approval from CE (S&S) NTDC,if applicable.	
26	Proforma showing performance of the firm in LESCO/DISCOs during last two fiscal / calendar years as per Pattern available in the bidding document (At least 02-Nos. P.Os and their relevant GRNs must be attached) Form-12	

**Form 3: Price Schedules for Goods and Related Services Offered
from within Pakistan**

Tender No.	Type	Reclamation of Damaged /IR Transformers	Specification (Amended to date)	Unit	Qty.	Item No.	Unit FCS price without Sales Tax & SED (in PKR)	Total FCS LESCO Price without Sales tax & SED (in PKR)
4351	NCB	100-KVA Repairable Transformers, as per list attached.	DDS-84:2007 with Amendment No.4	No.	350	1		

Note :

List of Transformers showing make and Serial No. of TF are attached herewith. All bidders may visit Regional Store Shalamar / Pattoki / Walgon Sohail to check these transformers visually (if required) during working hours of first three working days of a week.

Name in the capacity of
Signature of Bidder:

Duly authorized to sign the Bid for and on behalf of Dated on day of20

Note:

1. The delivery period will start from the date of the issuance of Purchase Order / Contract agreement.
2. In case of discrepancy between unit price and total, the unit price shall prevail.
3. Bids covering partial quantity will be rejected.

EPADS

Form 4: Completion Schedule

Tender No.	Type	Reclamation of Damaged / IR Transformers	Specification (Amended to date)	Unit	Qty.	Item No.	Required Delivery Period (Days)
4351	NCB	100-KVA Repairable Transformers, as per list attached.	DDS-84:2007 with Amendment No.4	No.	350	1	As detailed below

List of Transformers showing make and Serial No. of TF are attached herewith. All bidders may visit Regional Store Shalamar /Pattoki / Walgon Sohail to check these transformers visually (if required) during working hours of first three working days of a week.

DELIVERY PERIOD:

- (i) 50% quantity will be repaired within 60-days and remaining 50% quantity shall be repaired in next 45-days starting from the date of issuance of work order. Early repair is also acceptable.
- (ii) The allocated quantity of Repairable / Irreparable transformers shall be lifted and returned to Regional Store Shalamar LESCO Ltd. Lahore, Walgon Sohail & Pattoki duly repaired within a period of 45-days from the date of issuance of allocation / release order by the office of Chief Engineer (MM) LESCO.
- (iii) Delivery period is the essence of the Contract and delivery must be completed not later than the dates specified. The terms "Delivery Date" shall mean the date of 1st day of Inspection or 15th day of Inspection Call whichever is earlier, shall be reckoned as date of delivery of Store to Consignee provided the goods accepted for supply have been delivered within 20-days of issue of Inspection Certificate subject to the condition that the supplier / manufacturer offers the material for Inspection at least 15-days prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification.
- (iv) FIFO rule will be strictly observed and applied in this contract.
- (v) Partial deliveries and partial payments are allowed.

CONSIGNEE

Dy. Manager, LESCO Regional Store Shalamar,
Dy. Manager, LESCO Regional Store WalgonSohail,
Dy. Manager, LESCO Regional Store Pattoki,

Form5:Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: (Attach copy)
 Place of registration: _____
 Principal place of business: _____
 Power of attorney of signatory of Bid: _____
- 1.2 Total annual volume of Services performed in _____ years, in the internationally traded currency specified in the Bid Data Sheet: _____
- 1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last _____ years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Projectnameand country	NameofPAand contactperson	TypeofServices providedandyearof	ValueofContract
(a)			
(b)			

- 1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB 13.3(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.3(d).

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed sub-contracts and firms involved. Refer to GCC 24.

Sections of the Services	Value of Sub-contract	Sub-contractor (Name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last (*insert period*) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents mentioning that We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.
- 1.10 Information regarding any litigation, current or within the last (*insert period*) years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Pending Litigation

Pending litigation and arbitration criterion _____ apply.

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
All pending litigation, arbitration or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 25% (percent) of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Pending litigation form as form 16

2. Additional Requirements

3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.

We, the undersigned declare that

(a) The information contained in and attached to this form is true and accurate as of the date of bid submission

Or *[delete] statement which does not apply*

(b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form 6: Notification of award/Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

To: [name and address of the Supplier]

This is to notify you that your bid submitted under cover of the letter dated _____, for execution of supply of _____ against the tender No. _____, as corrected and modified in accordance with the Instructions to Bidders is here-by accepted by us, in quantity and at the unit price mentioned hereunder.

1. DOCUMENTS FORMING THE CONTRACT.

- i. The Contract Agreement
- ii. This Notification of Award
- iii. Special Conditions of Contract
- iv. General Conditions of Contract
- v. Technical Requirements (including Schedule of Supply and Specifications- Technical Provisions)
- vi. Price Schedule
- vii. Post Bid Clarifications and confirmations submitted in response to those clarifications.

All other provisions / conditions in the bidding documents of this tender not mentioned herein shall remain in full force and effect and the conditions / deviations / exceptions and stipulations taken by you in your bid and post bid clarifications stand withdrawn except those which are agreed during pre-award / contract negotiations stage and recorded herein below.

2. FINANCING:

The procurement will be financed out of LESCO's own resources.

3. TERMS OF PAYMENT:

Payment under the contract shall be made after necessary pre-audit as per Section-VIII (SCC Clause 18). In case, if any submitted bill is found duplicate/already submitted, then action(s) will be initiated against you, which may leads to debarment/blacklisting of your firm. You are entirely responsible for successful opening of irrevocable letter of credit between you and your manufacturer. In this regard, no liability will fall towards purchaser. LESCO reserves the right to ask following information from you: Detail of import items, amount of transaction of LC, name and date of application to concerned bank for LC opening, date of case submission to SBP by concerned bank or any other information/document deemed necessary. You are liable to provide these information as & when required by the purchaser.

4. TECHNICAL SPECIFICATIONS:

- a) _____ (amended to date) and as per approved technical data & drawings by the office of Chief Engineer (TS) Design LESCO.
- b) Please supply four copies of the technical data, literature and drawings to LESCO at the earliest but within 15 days of issuance of the NOA for approval prior to commencing the manufacturing / repairing of the ordered equipment.
- c) Type testing: if applicable then you shall proceed as per technical Provisions clause 5, Section V. All instructions contained in Section-V of Schedule of Requirements, Specifications - Technical Provisions shall be complied with.

5. WARRANTY:

As stated in Section-VIII (SCC Clause 16) and at pre-award and during contract negotiations stage.

6. INSPECTION AND REJECTION

- i) The inspection officer may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his direction, he is satisfied that the consignment is below the requirement of the particular governing the supply given in the NOA/Purchase order.
- ii) The decision of the inspecting officer shall be binding on you.
- iii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser you may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.
- iv) On final rejection the purchaser shall have the following rights
 - (a) To purchase against the rejected goods at your cost and expense
 - (b) To terminate the contract and recover the loss from you, the LESCO thereby incurs

7. FORCE MAJEURE AND TERMINATION OF CONTRACTS:

Bidding Document clauses GCC-27, GCC-28, GCC-29, GCC-30 shall be applicable.

8. LIQUIDATED DAMAGES:

Bidding Document clauses GCC-26, SCC-21 shall be applicable

9. RESPONSIBILITY FOR EXECUTING THE CONTRACT:

You are responsible for the successful execution of the contract in all respects in accordance with the terms and condition as specified in the contract including the schedule.

Further, we M/s [insert complete name of Bidder] will ensure the supply the material under this tender at the same price and terms & conditions mentioned in bidding document.

10. LAWS GOVERNING THE CONTRACT:

The contract shall be governed by the Laws of Pakistan as amended from time to time.

Please convey acceptance to this Notification of Award at the earliest and return one copy by appending Seal and signature at the space provided below as soon as possible but not later than 07 days from the date of issuance of this Notification of Award so that formal Contract Agreement may be signed and issued. All other terms and conditions of the bidding document shall also remain in full force and effect.

This is being issued after the approval of CEO LESCO.

ACCEPTED For and On Behalf of

**For and on the behalf of,
LAHORE ELECTRIC SUPPLY COMPANY
(LESCO)**

Signature: _____

Signature: _____

Signed By: _____

Signed By: _____

Designation: _____

Designation: **Chief Engr. (MM) LESCO**

Dated: _____

Dated: _____

(Seal)

(Seal)

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

Form 7: Bid Security Form

To: The CEO, LESCO

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated [date of submission of Bid] for the delivery of [name and/or description of the goods] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called "the Bank"), are bound unto **Chief Executive Officer, LESCO** (hereinafter called "the Procuring Agency") in the sum of [amount] for which payment well and truly to be made to the said Procuring Agency, the Bank binds it-self, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of 20_____ .

THE CONDITIONS of this obligation are:

1. If the Bid
 - (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
 - (b) Disagreement to arithmetical correction made to the Bid price; or
 - (c) 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.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including **Twenty Eight (28)** days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:.....inthecapacityof..... signed

[SignatureoftheBank]

Datedon dayof20.....



Form 9: Schedule of Deviations from Technical Specifications

Note:- Attach additional sheets, if necessary, Non-listing of deviations, if any, shall make the bid non-responsive.

Sr.No.	Clause No. of Technical Specifications	Deviations/Clarifications
--------	--	---------------------------

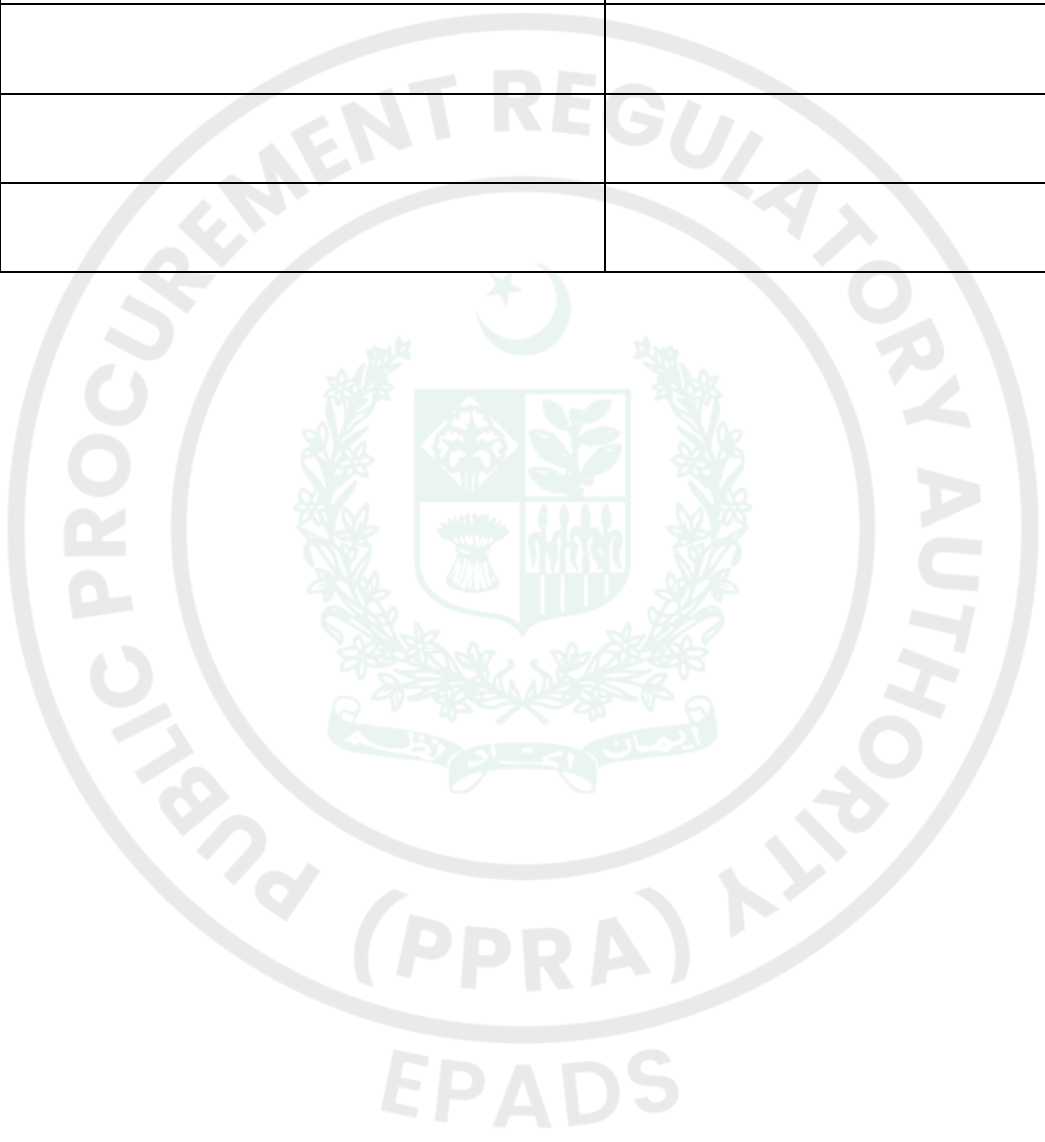
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Form 10: Schedule of Deviations from Contractual Conditions

It is presumed that the tenderer shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:-

Note:-Attach additional sheets, if necessary, Non-listing of deviations, if any, shall make the bid non-responsive.

Sr.No.	Clause No./Section No.	Deviations/Clarifications
---------------	-------------------------------	----------------------------------



Form 11: Current Litigation Information

Each Bidder or must fill in this form

It is certified that M/s. _____ is not involved in the litigation in any court of law against Lahore Electric Supply Company (LESCO) and other DISCOs / any formation of WAPDA till date.

Stamp with Signature

If the firm (M/s. _____) is involved in any litigation against above organizations then provide one page brief alongwith following information on the prescribed proforma.

Name of DISCO / Formation	P.O / W.O	Dated	Item	Amount Involved (Rs.)		Reason for Litigation	Current Status with Attested Copies of the evidences (Under Process / Resolved / Stay Order / Arbitrations)
				Pending or Threatened	Resolved		

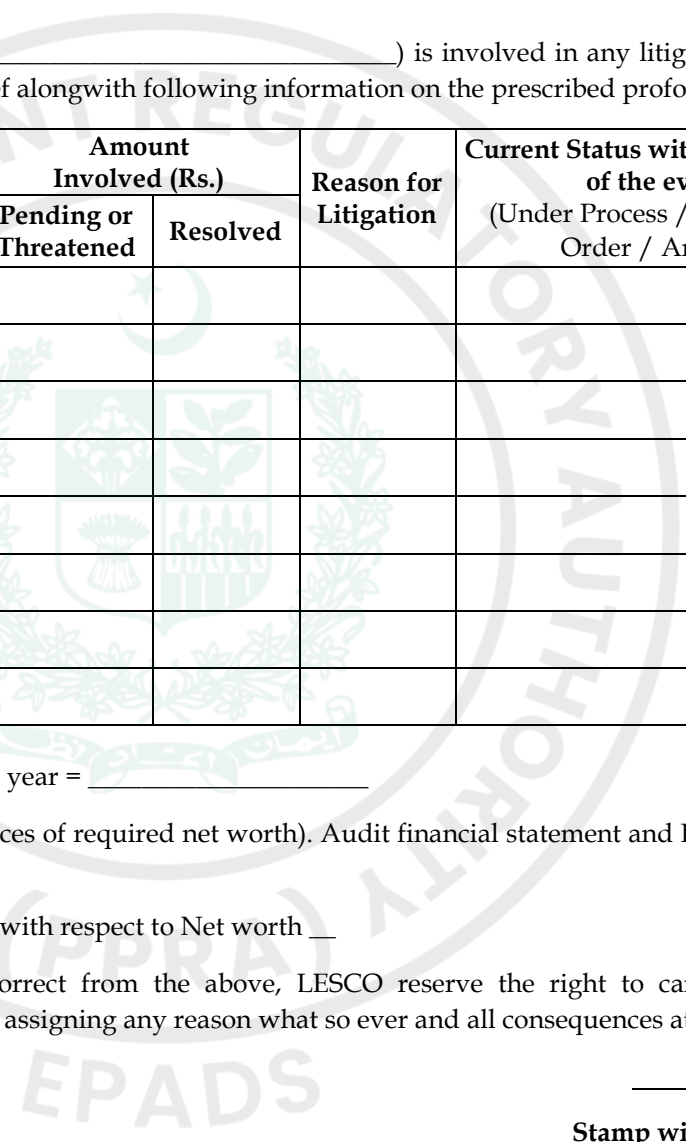
Net worth of the Firm ending latest fiscal year = _____

(Alongwith proof / documentary evidences of required net worth). Audit financial statement and FBR statement must be attached.

%age of pending or threatened litigation with respect to Net worth _____

In case of any information found incorrect from the above, LESCO reserve the right to cancel our tender or prequalification and registration without assigning any reason what so ever and all consequences at our cost.

Stamp with Signature



**Form 12: PROFORMA SHOWING PERFORMANCE OF THE FIRM IN
LESCO/DISCOS DURING LAST TWO FISCAL / CALENDAR YEARS**

Name of Firm: _____

Name of DISCO	PO No. & Date	Description of Material	Qty. on Order	Delivery Schedule	Qty. Supplied to date	Date of Supply	Qty. Balance	Material Supplied		Remarks
								In time	Delay	

It is also certified that:-

- i) Our firm is not in litigation with any formation of WAPDA / DISCOs.
- ii) In case of any information found incorrect from the above, LESCO reserve the right to cancel our tender or prequalification and registration without assigning any reason what so ever and all consequences at our cost.

Stamp with Signature

Form 13 :Annex-I of PPRA SRO 592

Beneficial Ownership Declaration Performa

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contacts.

1. Name: _____
2. Father's Name / Spouse's Name _____
3. CNIC/NICOP/Passport No. _____
4. Nationality _____
5. Residential Address _____
6. Email Address _____
7. Date on which shareholding, control or interest acquired in the business. _____

8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/ Association of Persons/Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified)	Date of Incorporation/registration	Name of Registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimate owns or control the legal person or arrangement

9. Information about Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names)

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No.)	Father's / Husband's name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figure and words)
			Total number of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

[Additional page may be added if required]

Name and Signature
(Person authorized to issue notice on behalf of the company)

Successful bidder will have to submit a Performance Bond / Security in the shape of CDR / Pay Order / Bank Draft / Bank Guarantee on the specified Proforma (valid for 12-Months from the receipt of last consignment) equal to 5% of the total value of contract inclusive of applicable amount of General Sales. Performance Bond / Security must be issued by the following schedule Banks of Pakistan having credit rating "AA" and above, as decided and circulated by the BOD LESCO in its 239th meeting held on 30.11.2021.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
NBP	BOP	HBL	UBL	ABL	MCB	Bank Al-Flah	Bank Al-Habib	Faysal Bank	Askari Bank	Meezan Bank	ZariTariq Bank	Habib Metropolitan Bank	Samba Bank Ltd.	Std. Ctd. Bank	Dubai Islamic Bank	JS Bank

Performance Bond / Security or Bank Guarantee / Performance Guarantee shall be submitted within 07-days from the date of issuance of Letter of Intent (LOI). In case of further delay due to late submission of performance guarantee / bond, Purchase Order will be issued after deducting the delayed period from the legitimate delivery schedule mentioned in the LOI or bidding documents. Bank Guarantee shall be furnished on non-judicial stamp paper of value as prescribed by the Government. The Performance security must be furnished along with acceptance of Letter of Intent in writing before the formal issuance of the Purchase Order.

Failure of successful tenderer to comply with the requirement of GCC Clause-10 shall constitute sufficient grounds for the annulment of award and forfeiture of the Tender Security.

The Performance Security shall be furnished on non-judicial paper of value prescribed by the Government.

A) The inspection of reclaimed transformers will be carried out at contractor's works jointly by the LESCO inspection committee or by one authorized representative of LESCO, if required by the competent authority. Notice in writing shall be given to the inspecting officers by the contractor when the store against the order is ready for inspection. All reasonable facilities as provided in the specification or followed by the industry or trade in general shall have to be afforded to the inspecting officers including their TA/DA by you at your expenses for carrying out inspection.

B) Following tests shall be carried out on reclaimed distribution transformers at the time of final inspection.

1. Visual Inspection
2. Measurement of No load losses
3. Measurement of load losses
4. measurement of percentage impedance M
5. Measurement of winding resistance
6. High Voltage Withstand Test
7. Induced voltage withstand test
8. Transformer Turn Ratio Test
9. Bird Protection Test
10. Transformer oil Test (see Note I)
11. Tank Pressure Test

Note 1: Following tests shall be carried out on Transformer oil.

i-Dielectric strength **ii**-Specific Gravity **iii**-Viscosity **iv**-Acidity **v**-Flash

point **vi**-Pour Point

Note 2: Following shall be observed in visual inspection

i-Tank body **ii**-Tubes **iii**-Oil level indicator **iv**-Bushings **v**-Paint and any other physical defect / shortcoming.

SPECIFIED LOSSES FOR WAPDA STANDARD TRANSFORMER			
Transformer Rating	IRON LOSS	COPPER LOSS	TOTAL LOSS
	WFE (WATTS FERROUS)	WCU (WATTS COPPER)	WTOT (WATTS TOTAL)
	Specified / Max Watts	Specified / Max Watts	Specified / Max Watts
100-KVA	100-KVA	310 / 357	2020 / 2323

The reclaimed transformers shall be inspected according to the specification mentioned here-under for stage as well as final testing:-

- a) Wapda Standard Specification No.DDS-84:2007 for distribution T/Fs with amendment No.4 excluding all type tests.
 - b) WAPDA specification No.P-13-69 for Distribution Transformers excluding all types test.
 - c) WAPDA specification No.P-72-70 for Bushing Rod connectors etc.
 - d) IEC-296 for new transformer oil.
 - e) ASTM D1170-62 STMDE-107-79 (a) for various Neoprene Rubber & Cork gas kits.
 - f) BSS-3255-1955 press pan paper.
 - g) DIN-7733 PSP -3052 Press Board Sheet Press Board Block.
 - h) BSS-4516 part –IP 1969 for Enameled Copper Wire.
 - i) BSS-4653 Part-II 1970 for LT Paper Covered Copper Strip.
 - j) IEC-233-1974 for 11 KV Porcelain Bushing.
 - k) IEC-233-1974 for LT Porcelain Bushing.
 - l) Resin for transformer top cover for age long adherence and 8 KV di-electric with stand.
 - m) All HT and LT Bushing to be filled with epoxy resin.
 - n) All top covers nuts and bolts and lock plain washers shall be of reputable make, such as BMI Searose and Hescopak etc. All measures described under Annex-IV, V & VI shall be rigidly observed and followed.
 - o) Oil level indication glass shall be 100 % replaced.
 - p) Interior of transformer shall be painted with Red, Oxide of M/S Dulux, Berger or Buxly.
 - q) Exterior of Transformer shall be spray painted in Grey with enamel paint of M/s Dulux, Berger or Buxly, 4 tubes shall be orange painted in addition to "RECLAIMED KVA" in bold stencil in orange colour, on transformers body.
 - r) Reclaimed transformers shall be fitted with rating plate giving following information:-
 - i-** Reclamation workshop name
 - ii-** Work Order No.
 - iii-** Date of repair
- Transformer capacity, Transformer serial number the word "LESCO"

C) Inspection and Rejection:

- The Inspecting Officer may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his discretion he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the work order.
- The decision of the Inspecting Officer shall be binding on you.
- If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser. You may submit stores after re-repairing of those rejected but re-submission will not mean extension of delivery period.

D) On final rejection the consignee shall have the following rights:-

- a) To get repaired the rejected goods at your cost and expense.
- b) To terminate the contract and recover from you the loss to LESCO thereby

The following SCC shall supplement **GCC Clause 12.2:**

The Goods shall be packed properly in accordance with the Technical Specification as per international standard export packing practices or as specified by the Procuring Agency.

For Goods from Abroad (N/A)

For Goods from within Pakistan:

For local supplier upon submission of delivery challan duly stamped and signed by LESCO/WAPDA consignee, Inspection Certificate, Warranty Certificate and confirmation of receipt of performance Security by this office.

The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

N/A

Related services to be provided are:

Free training to LESCO employees shall be provided by the bidder as & where **(if)** mentioned in the bidding document.

Additional spare parts requirements are:

As per Tender specification or otherwise as per tender inquiry.

- a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- c) A warranty certificate will be issued to the effect that the T/Fs reclaimed exactly to the specifications laid down in the contract and that in the event of the T/Fs being found defective or not conforming to the specification / particular governing supply during the time of delivery and for a period of 12-months from the date of completion of total supply. The successful bidder will be held responsible for losses and that the unacceptable T/Fs will be thus reclaimed by successful firm's expenses & cost. If a repaired T/F fails, during warranty period, a representative of successful bidder will also participate in the committee to ascertain the reasons of its failure. The Transformers during warranty period will be returned by successful bidder after repair / reclamation within 2 ½ months.
- d) The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- e) Upon receipt of such Notice, the Supplier shall, within the warranty period, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- f) If having been notified, the Supplier fails to remedy the defect within the warranty period, the Purchaser may proceed to take within a reasonable period

such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

The period for correction of defects in the warranty period is 14-days.

The period for taking remedial action for failure of correction of defects in the warranty period is 21-days from the date defect notified to the supplier at his cost and expense.

Payment will be made by the Chief Financial Officer, LESCO Lahore , out of budget from maintenance head on production of the following :

- i. Contractor's bill in triplicate through Chief Engineer (MM) LESCO office for 90% payment duly supported by:
 - ii. Delivery challan and GRN duly stamped and signed by the Regional Store Manager, LESCO Shalamar Lahore, WalgonSohail&Pattoki.
 - iii. Warranty certificate as prescribed in Clause-5.
 - iv. Confirmation of Chief Engineer (MM) LESCO about receipt/ acceptance of Performance Bond/Guarantee.
 - v. Inspection certificate issued by the designated inspection team / committee.
 - vi. Copy of Store Requisition (SRs) vide which Repairable / Irrepairable T/Fs were handed over to contractor.
 - vii. Payment for the contractor's bill, for the balance 10% will be made by the CFO LESCO Lahore after 90-days of receipt of bills through Chief Engineer (MM) LESCO office duly supported by the consignee's certificate of satisfactory operation after obtaining field performance from the end user.
 - viii. As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, the payment to the registered persons may be linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL his payment should be stopped till he files his mandatory returns and appears on ATL of FBR.
- B) Sales Tax invoice inscribing LESCO's NTN No.3041097-7 & GST No. 03-05-2716-002-91 shall be provided at the time of delivery of equipment/material, even if zero-rated supply as per section 23 of the Act. The payment of sales tax shall be made as per Govt. of Pakistan at the time prevailing sales tax rate at the time of supply (presently 18%) on production of affidavit stating that sales tax has been paid through monthly sales tax return to the respective Collectorate of Sales Tax.**

C)BILLS.

Bills submitted by supplier duly completed in all respects, will be either passed for payment or rejected by competent authority within 15 days of the date of submission. Objection on the rejected bills shall be raised only once and not in piece meal.

PARTIAL DELIVERIES AND PART PAYMENT ARE ALLOWED.

If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled, at his option, either:-

i. To recover from you Liquidated Damages levied at the rate of 2% per month or part thereof subject to the maximum up to 10% of the contract price, the liquidated damages shall be recovered only on the stores supplied late except where undelivered stores hold up the use of other stores, when it shall be for the total value of the Contract. The recovery of liquidated damages mentioned above can be affected from any payment due to you from any unit of WAPDA/PEPCO/NTDC/DISCOs/GENCOs.

OR

ii. To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.

OR

iii. To cancel the contract at your risk and cost.

In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the purchaser may suffer on that account; but you shall not be entitled to any gain on repurchase made against the supply order.

If during the course of execution of the contract agreement, you are blacklisted by WAPDA/PEPCO/NTDC/DISCOs/GENCOs, the purchaser may proceed with all or any of the actions detailed below:

- i. To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract.
- ii. To stop further supplies with or without financial repercussions.
- iii. To cancel the contract with or without reservations of rights

Notwithstanding the provisions of **GCC Clauses 25, 26, and 27**, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.

The right of LESCO to terminate the Contract, or to claim penalty or liquidated damages shall be subject to the following circumstances, provided as a result of all or any of these events there has been delay in the Performance of the Contract by the Manufacturer or Supplier, or the Contract has become incapable of being performed.

For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to,

- i. Act of God;
- ii. Act of State, War or any Act of the Enemy;
- iii. Lock outs, Riots or Civil Commotion;
- iv. Injunction granted by a Court of Competent jurisdiction not resulting from any fault of the Manufacturer or Suppliers;
- v. Restriction imposed by the Government on the Import of any material relating to the manufacture of goods.
- vi. Diversion of supplies by the Carrier without any fault or knowledge of the manufacturer or supplier.

If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof within fourteen (14) days from the happening of such events. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

For Contracts to be entered with nationals of Pakistan:

1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier 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 (07) days following a notice sent by one Party to the other Party in this regard.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both the parties. The Arbitration shall take place in Lahore and proceedings will be conducted in English/ Urdu language.
4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both the parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may also make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

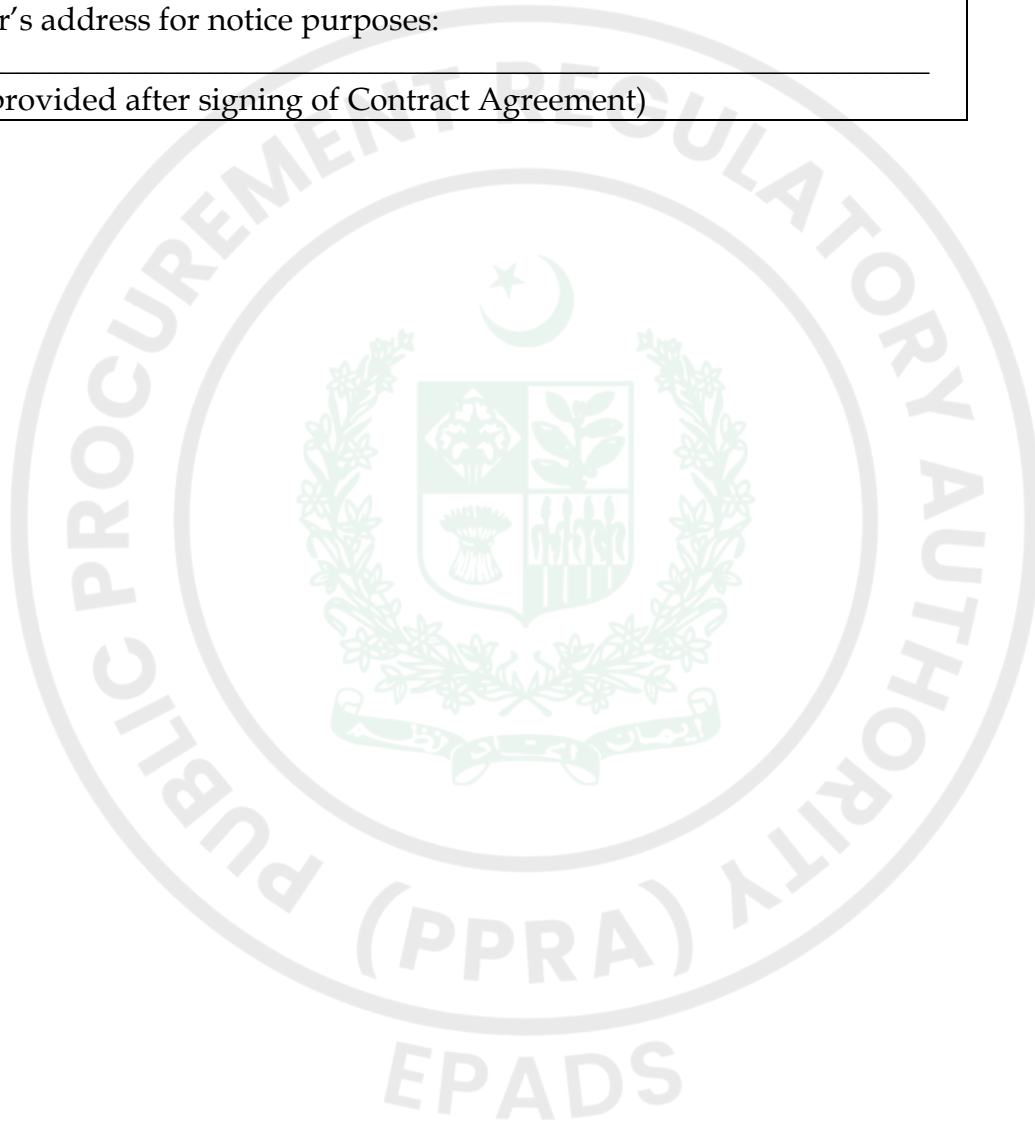
5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.
6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.

Procuring Agency's address for notice purposes:

Chief Engineer (MM)22A QUEENS ROAD , LAHORE,

Supplier's address for notice purposes:

(To be provided after signing of Contract Agreement)



CONTRACT FORMS / FORM OF CONTRACT

Form 14: Contract Agreement

[Letter head paper of the Procuring Agency]

[No.]

[date]

Between

Lahore Electric Supply Company Ltd. (LESCO), a corporation incorporated under the laws of Islamic Republic of Pakistan and having its principal place of business at Lahore (hereinafter called "the Procuring agency") of the one part **And**

M/s [Complete Name of the Bidder] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited Bids for certain goods and related services viz., in the quantities and in the sums, mentioned below (hereinafter called "the contract price"):

NOW THIS AGREEMENT WITNESSES 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:-
 - (a) This Contract Agreement.
 - (b) The Procuring agency Notification of award to the supplier issued vide no. _____ dated: _____ and its acceptance vide letter no. _____ dated: _____ & submission of Performance Guarantee vide letter no. _____ & _____.
 - (c) Performance Security in the shape of _____ issued by Bank _____ in the favour of **CEO LESCO**, bearing no. _____ dated: _____ amounting to RKR. _____/- valid up to _____.
 - (d) The Bid submission and the Price Schedule submitted by the Supplier.
 - (e) Delivery Schedule
 - (f) Tender Technical requirements and technical Specifications as per section V.
 - (g) The Special Conditions of Contract.
 - (h) The General Conditions of the Contract.
 - (i) All the Pre-Bid clarification/amendments, post bid clarifications during tender evaluation, any confirmations/ clarification/ undertakings submitted to the evaluator and procuring agency and in case of any amendment(s) issued after NOA are applicable and part of this contract agreement.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this agreement, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
5. We, M/s [insert complete name of Manufacturer] undertakes that our supplier/local agent/bidder i.e. M/s [insert complete name of Bidder] will ensure the supply the material under this tender at the same price and terms & conditions of the contract issued to our supplier/local agent/bidder M/s [insert complete name of Bidder].

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Government of Pakistan on the day, month and year first indicated above.

For and on behalf of the Purchaser

Signed:-

In the capacity of **Chief Engineer MM LESCO**

Witness 1:

Signed: -----

For and on behalf of the Supplier

Signed:-

In the capacity of

Witness 1:

Signed:

Performance Security (or guarantee) Form

To: Chief Engineer Material Management LESCO

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

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

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

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

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

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

Contract Number: _____
Contract Value: _____ Contract Title: _____ Dated: _____.

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

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

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

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

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

[Buyer]

[Seller/Supplier]

SR.NO.	TRANSFORMER CAPACITY	MAKE	MAKE (YEAR)	TRANSFORMER NUMBER
1	100-KVA	NECOP	1975	89168
2	100-KVA	CLIMAX	1979	9315
3	100-KVA	ELMETEC	1979	3618
4	100-KVA	CLIMAX	1979	5687
5	100-KVA	NECOP	1979	3548
6	100-KVA	NECOP	1979	2161
7	100-KVA	NECOP	1979	3648
8	100-KVA	PEL	1981	508016
9	100-KVA	NECOP	1982	22820
10	100-KVA	NECOP	1983	3892
11	100-KVA	CLIMAX	1983	9141
12	100-KVA	CLIMAX	1983	4817
13	100-KVA	PEL	1984	40693
14	100-KVA	PEL	1985	55832
15	100-KVA	CLIMAX	1985	168
16	100-KVA	PEL	1985	248180
17	100-KVA	SIEMENS	1985	52995
18	100-KVA	CLIMAX	1985	4168
19	100-KVA	CLIMAX	1985	208704
20	100-KVA	CLIMAX	1985	2184
21	100-KVA	PEL	1986	63173

22	100-KVA	PEL	1986	701686
23	100-KVA	SIEMENS	1986	82500251
24	100-KVA	CLIMAX	1986	6973
25	100-KVA	SIEMENS	1986	68279
26	100-KVA	SIEMENS	1986	701569
27	100-KVA	SIEMENS	1986	67062
28	100-KVA	PEL	1986	66544
29	100-KVA	PEL	1986	66388
30	100-KVA	PEL	1986	63417
31	100-KVA	SIEMENS	1986	66051
32	100-KVA	PEL	1986	67868
33	100-KVA	PEL	1987	708337
34	100-KVA	SIEMENS	1987	216978
35	100-KVA	PEL	1988	801556
36	100-KVA	PEL	1988	75174
37	100-KVA	PEL	1988	222815
38	100-KVA	PEL	1988	75104
39	100-KVA	PEL	1988	77098
40	100-KVA	PEL	1988	213441
41	100-KVA	SIEMENS	1988	900938
42	100-KVA	PEL	1988	75151
43	100-KVA	PEL	1988	75100

44	100-KVA	CLIMAX	1988	9615
45	100-KVA	PEL	1989	208880
46	100-KVA	PEL	1989	224472
47	100-KVA	PEL	1989	85848
48	100-KVA	SIEMENS	1989	228595
49	100-KVA	PEL	1989	84618
50	100-KVA	PEL	1990	106634
51	100-KVA	SIEMENS	1990	6585
52	100-KVA	SIEMENS	1990	82610716
53	100-KVA	SIEMENS	1990	82704191
54	100-KVA	SIEMENS	1990	421890
55	100-KVA	PEL	1990	108100
56	100-KVA	PEL	1991	201605
57	100-KVA	SIEMENS	1991	2000492
58	100-KVA	SIEMENS	1991	104735
59	100-KVA	PEL	1991	131065
60	100-KVA	SIEMENS	1991	82704562
61	100-KVA	SIEMENS	1991	307974
62	100-KVA	SIEMENS	1991	107190
63	100-KVA	PEL	1991	240859
64	100-KVA	PEL	1992	100275
65	100-KVA	PEL	1992	237778

66	100-KVA	PEL	1992	97971
67	100-KVA	BALGHARIA	1992	88746
68	100-KVA	PEL	1992	238659
69	100-KVA	SIEMENS	1992	237560
70	100-KVA	SIEMENS	1992	237141
71	100-KVA	TIL	1992	233686
72	100-KVA	PEL	1992	116631
73	100-KVA	TIL	1992	239493
74	100-KVA	PEL	1992	239754
75	100-KVA	SIEMENS	1992	54292
76	100-KVA	PEL	1992	97982
77	100-KVA	PEL	1993	56797
78	100-KVA	PEL	1993	105537
79	100-KVA	PEL	1993	105479
80	100-KVA	PEL	1993	103813
81	100-KVA	PEL	1993	105473
82	100-KVA	PEL	1993	24060
83	100-KVA	PEL	1993	105558
84	100-KVA	SIEMENS	1993	304776
85	100-KVA	SIEMENS	1993	305017
86	100-KVA	SIEMENS	1993	202410
87	100-KVA	PEL	1994	423314

88	100-KVA	PEL	1994	249501
89	100-KVA	PEL	1994	245674
90	100-KVA	PEL	1994	111652
91	100-KVA	NECOP	1994	4854
92	100-KVA	TRANS PAK	1994	245600
93	100-KVA	CLIMAX	1994	4023
94	100-KVA	SIEMENS	1994	421822
95	100-KVA	PEL	1994	1041
96	100-KVA	PEL	1994	84488
97	100-KVA	PEL	1994	94069
98	100-KVA	PEL	1994	110626
99	100-KVA	PEL	1994	1038
100	100-KVA	SIEMENS	1994	423951
101	100-KVA	SIEMENS	1995	82700454
102	100-KVA	PEL	1995	248217
103	100-KVA	SIEMENS	1995	82508748
104	100-KVA	PEL	1995	116961
105	100-KVA	CLIMAX	1995	2453
106	100-KVA	PEL	1995	116937
107	100-KVA	PEL	1995	117620
108	100-KVA	PEL	1995	115529
109	100-KVA	SIEMENS	1995	82504268

110	100-KVA	PEL	1996	124972
111	100-KVA	SIEMENS	1996	82604664
112	100-KVA	SIEMENS	1996	87701591
113	100-KVA	SIEMENS	1996	82702346
114	100-KVA	SIEMENS	1996	82607637
115	100-KVA	SIEMENS	1996	82700466
116	100-KVA	SIEMENS	1996	82700958
117	100-KVA	SIEMENS	1997	82800280
118	100-KVA	SIEMENS	1997	82704552
119	100-KVA	SIEMENS	1997	82705323
120	100-KVA	SIEMENS	1997	82701625
121	100-KVA	PEL	1997	129056
122	100-KVA	SIEMENS	1997	82700861
123	100-KVA	PEL	1997	129044
124	100-KVA	CHINA	1997	97C-1291
125	100-KVA	CLIMAX	1998	7140
126	100-KVA	SIEMENS	1998	8280990
127	100-KVA	CLIMAX	1998	9600
128	100-KVA	PEL	1998	130346
129	100-KVA	SIEMENS	1998	82700457
130	100-KVA	SIEMENS	1999	82904811
131	100-KVA	CHINA	1999	99-9-336

132	100-KVA	SIEMENS	1999	82904770
133	100-KVA	SIEMENS	1999	82906262
134	100-KVA	PEL	1999	138068
135	100-KVA	SIEMENS	1999	82904781
136	100-KVA	PEL	1999	133632
137	100-KVA	SIEMENS	1999	82903579
138	100-KVA	TIL	1999	246
139	100-KVA	SIEMENS	1999	82905477
140	100-KVA	PEL	2000	130695
141	100-KVA	PEL	2000	129416
142	100-KVA	PEL	2000	111714
143	100-KVA	CLIMAX	2000	102
144	100-KVA	PEL	2000	141614
145	100-KVA	SIEMENS	2000	20002704
146	100-KVA	PEL	2000	102089
147	100-KVA	PEL	2000	141567
148	100-KVA	TIL	2000	450004
149	100-KVA	ELMETEC	2000	22
150	100-KVA	SIEMENS	2000	20002607
151	100-KVA	PEL	2000	130559
152	100-KVA	SIEMENS	2000	141899
153	100-KVA	TIL	2000	5257

154	100-KVA	SIEMENS	2000	20004474
155	100-KVA	SIEMENS	2000	20002701
156	100-KVA	SIEMENS	2000	20431188
157	100-KVA	CLIMAX	2001	1481
158	100-KVA	CLIMAX	2001	1456
159	100-KVA	CLIMAX	2001	0976
160	100-KVA	PEL	2002	1516
161	100-KVA	ELMETEC	2002	1575
162	100-KVA	SIEMENS	2002	20231125
163	100-KVA	SIEMENS	2002	20230889
164	100-KVA	PEL	2002	154686
165	100-KVA	TIL	2002	106639
166	100-KVA	PEL	2003	155111
167	100-KVA	PEL	2003	162226
168	100-KVA	PEL	2003	218095
169	100-KVA	SIEMENS	2003	20330373
170	100-KVA	PEL	2003	167760
171	100-KVA	PEL	2003	154705
172	100-KVA	PEL	2003	154795
173	100-KVA	PEL	2003	165806
174	100-KVA	CLIMAX	2003	2314
175	100-KVA	PEL	2003	154715

176	100-KVA	PEL	2003	166939
177	100-KVA	PEL	2003	154730
178	100-KVA	PEL	2003	166990
179	100-KVA	SIEMENS	2004	20432275
180	100-KVA	SIEMENS	2004	20530110
181	100-KVA	PEL	2004	179296
182	100-KVA	SIEMENS	2004	20432293
183	100-KVA	PEL	2004	183993
184	100-KVA	PEL	2004	1375
185	100-KVA	PEL	2004	175230
186	100-KVA	PEL	2004	178397
187	100-KVA	PEL	2004	171567
188	100-KVA	TIL	2004	181981
189	100-KVA	PEL	2004	171558
190	100-KVA	PEL	2005	205885
191	100-KVA	CLIMAX	2005	2493
192	100-KVA	SIEMENS	2005	20531656
193	100-KVA	SIEMENS	2005	133986
194	100-KVA	PEL	2005	207986
195	100-KVA	TIL	2005	133942
196	100-KVA	TIL	2005	133931
197	100-KVA	PEL	2005	205903

198	100-KVA	PEL	2005	208594
199	100-KVA	SIEMENS	2005	20531682
200	100-KVA	PEL	2005	205525
201	100-KVA	PEL	2005	205827
202	100-KVA	ELMETEC	2005	2475
203	100-KVA	PEL	2005	207562
204	100-KVA	SIEMENS	2005	20531734
205	100-KVA	PEL	2005	194389
206	100-KVA	SIEMENS	2005	106253
207	100-KVA	PEL	2006	213617
208	100-KVA	PEL	2006	221004
209	100-KVA	SIEMENS	2006	20730276
210	100-KVA	CLIMAX	2006	231777
211	100-KVA	SIEMENS	2006	20631441
212	100-KVA	PEL	2006	229136
213	100-KVA	CLIMAX	2006	3283
214	100-KVA	PEL	2006	229074
215	100-KVA	ELMETEC	2006	2988
216	100-KVA	PEL	2006	231855
217	100-KVA	PEL	2006	144272
218	100-KVA	SIEMENS	2006	20002651
219	100-KVA	PEL	2006	229138

220	100-KVA	PEL	2006	213667
221	100-KVA	PEL	2006	221053
222	100-KVA	PEL	2006	213643
223	100-KVA	PEL	2006	231757
224	100-KVA	PEL	2006	231796
225	100-KVA	PEL	2006	213633
226	100-KVA	PEL	2006	209358
227	100-KVA	SIEMENS	2006	20532305
228	100-KVA	PEL	2006	220996
229	100-KVA	ELMETEC	2006	3370
230	100-KVA	PEL	2007	144205
231	100-KVA	CLIMAX	2007	3367
232	100-KVA	ELMETEC	2007	4120
233	100-KVA	CLIMAX	2007	1695
234	100-KVA	ELMETEC	2007	4034
235	100-KVA	TIL	2007	144195
236	100-KVA	PEL	2008	255913
237	100-KVA	PEL	2008	256121
238	100-KVA	PEL	2008	267906
239	100-KVA	SIEMENS	2008	20831362
240	100-KVA	PEL	2008	208608
241	100-KVA	SIEMENS	2008	20830959

242	100-KVA	ELMETEC	2009	5923
243	100-KVA	PEL	2009	6207
244	100-KVA	ELMETEC	2009	5942
245	100-KVA	ELMETEC	2010	6356
246	100-KVA	TIL	2010	144871
247	100-KVA	PEL	2010	372239
248	100-KVA	ELMETEC	2010	6331
249	100-KVA	TIL	2010	144728
250	100-KVA	ELMETEC	2010	6240
251	100-KVA	PEL	2010	378155
252	100-KVA	ELMETEC	2010	6322
253	100-KVA	ELMETEC	2010	6327
254	100-KVA	ELMETEC	2010	6351
255	100-KVA	PEL	-	804070
256	100-KVA	CHINA	-	786-03
257	100-KVA	PEL	-	103348
258	100-KVA	ELMETEC	-	8172
259	100-KVA	PEL	-	NPM
260	100-KVA	CLIMAX	-	469
261	100-KVA	SIEMENS	-	NPM
262	100-KVA	PEL	-	62031
263	100-KVA	CLIMAX	-	9897

264	100-KVA	SIEMENS	-	NPM
265	100-KVA	PEL	-	328994
266	100-KVA	PEL	-	NPM
267	100-KVA	PEL	-	NPM
268	100-KVA	PEL	-	NPM
269	100-KVA	PEL	-	NPM
270	100-KVA	PEL	-	NPM
271	100-KVA	PEL	-	NPM
272	100-KVA	PEL	-	NPM
273	100-KVA	PEL	-	NPM
274	100-KVA	CHINA	-	97C-109
275	100-KVA	CLIMAX	-	5023
276	100-KVA	CHINA	-	9-10-47
277	100-KVA	PEL	-	NPM
278	100-KVA	NECOP	-	326
279	100-KVA	SIEMENS	-	10985
280	100-KVA	SIEMENS	-	NPM
281	100-KVA	PEL	-	NPM
282	100-KVA	CLIMAX	-	253
283	100-KVA	NECOP	-	NPM
284	100-KVA	PEL	-	258
285	100-KVA	SIEMENS	-	NPM

286	100-KVA	TRANS PAK	-	NPM
287	100-KVA	SIEMENS	-	223
288	100-KVA	PEL	-	67154
289	100-KVA	PEL	-	666
290	100-KVA	PEL	-	4590
291	100-KVA	CLIMAX	-	NPM
292	100-KVA	PEL	-	NPM
293	100-KVA	PEL	-	NPM
294	100-KVA	PEL	-	235392
295	100-KVA	PEL	-	1427
296	100-KVA	SIEMENS	-	149
297	100-KVA	PEL	-	5337
298	100-KVA	PEL	-	NPM
299	100-KVA	SIEMENS	-	52287
300	100-KVA	PEL	-	45560
301	100-KVA	PEL	-	NPM
302	100-KVA	CLIMAX	-	NPM
303	100-KVA	ELMETEC	-	NPM
304	100-KVA	PEL	-	199
305	100-KVA	NECOP	-	NPM
306	100-KVA	CLIMAX	-	6047
307	100-KVA	PEL	-	1228

308	100-KVA	ELMETEC	-	3266
309	100-KVA	SIEMENS	-	223022
310	100-KVA	CLIMAX	-	NPM
311	100-KVA	PEL	-	NPM
312	100-KVA	NECOP	-	NPM
313	100-KVA	PEL	-	NPM
314	100-KVA	ELMETEC	-	1723
315	100-KVA	PEL	-	NPM
316	100-KVA	PEL	-	NPM
317	100-KVA	SIEMENS	-	20530937
318	100-KVA	NECOP	-	NPM
319	100-KVA	ELMETEC	-	7410
320	100-KVA	CLIMAX	-	2266
321	100-KVA	NECOP	-	NPM
322	100-KVA	NECOP	-	198
323	100-KVA	SIEMENS	-	NPM
324	100-KVA	PEL	-	57286
325	100-KVA	SIEMENS	-	82502186
326	100-KVA	ELMETEC	-	NPM
327	100-KVA	SIEMENS	-	903012
328	100-KVA	PEL	-	NPM
329	100-KVA	SIEMENS	-	131108

330	100-KVA	PEL	-	NPM
331	100-KVA	PEL	-	NPM
332	100-KVA	CLIMAX	-	NPM
333	100-KVA	CLIMAX	-	NPM
334	100-KVA	NECOP	-	NPM
335	100-KVA	PEL	-	NPM
336	100-KVA	SIEMENS	-	82905103
337	100-KVA	CLIMAX	-	2723
338	100-KVA	CLIMAX	-	NPM
339	100-KVA	ELMETEC	-	NPM
340	100-KVA	NECOP	-	NPM
341	100-KVA	ELMETEC	-	1294
342	100-KVA	SIEMENS	-	82610713
343	100-KVA	PEL	-	415191
344	100-KVA	ELMETEC	-	NPM
345	100-KVA	PEL	-	001
346	100-KVA	CLIMAX	-	9352
347	100-KVA	SIEMENS	-	NPM
348	100-KVA	PEL	-	NPM
349	100-KVA	TIL	-	323
350	100-KVA	PEL	-	NPM
351	100-KVA	CLIMAX	-	NPM

352	100-KVA	SIEMENS	-	8203137
353	100-KVA	TRANS FAB	-	0010
354	100-KVA	CLIMAX	-	8413
355	100-KVA	JF	-	5942
356	100-KVA	CLIMAX	-	31108
357	100-KVA	PEL	-	4288
358	100-KVA	SIEMENS	-	NPM
359	100-KVA	PEL	-	295
360	100-KVA	SIEMENS	-	4874
361	100-KVA	ELMETEC	-	NPM
362	100-KVA	CHINA	-	97C-311
363	100-KVA	CLIMAX	-	7850
364	100-KVA	ELMETEC	-	NPM
365	100-KVA	CLIMAX	-	3987

Past Experience / Contracts

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

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

