Standard Bidding Document

Procurement of ACSR Rail Conductor (Goods)

National

Single Stage-One Envelope

November 25, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **LESCO (PMU)** has reserved Funds for the procurement planned for FY **2026-27**. The **LESCO (PMU)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Procurement of ACSR Rail Conductor**" with the reference of **"P207855"**

2. The **LESCO (PMU)** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/207855** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Monday, December 7, 2026 10:00 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Monday, December 7, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is

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

In terms of Rule 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

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

2. Source of Funds

2.1 Source of funds is referred in Clause-2 I of Invitation for Bids.

3. Eligible Bidders

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

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

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

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

instructions issued by the Authority.

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

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

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

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

2. have controlling shareholders in common; or

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

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

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

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

3.4 A Bidder may be ineligible if –

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

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

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

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or submission of false or misleading information or performance failure or involved in disrupting procurement process or due to breach of bid Securing Declaration.

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

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

4. Eligible Goods and Related Services

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

5. One Bid per Bidder

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

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

6. Cost of Bidding

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

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 10.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

Section IX Integrity Pact

Section X Declaration of Beneficial Ownership Information.

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

8. Clarification of Bidding documents

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

8.2 The Procuring Agency will within two (02) working days after receiving the request for clarification, respond to any request for clarification through EPADS v2.0 provided that such request is received not later than three (03) days, prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 The Procuring Agency's response will be forwarded to all identified Prospective Bidders through EPADS v2.0, including a description of the inquiry,

but without identifying its source.

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

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

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

9. Amendment of Bidding documents

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

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

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

9.3 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 through EPADS v2.0:

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

C. Preparation of Bids

10. Language of Bid

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

11. Documents and samples Constituting the Bid

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

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

Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;

Documentary evidence established in accordance with **ITB 03** 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;

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;

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

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

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods

provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 Pursuant to **ITB 10,** the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bid

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

15. Bid Prices

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

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

15.3 In the event that any item(s) in the Price Schedule are not quoted, and such omission is determined by the Procuring Agency not to materially affect the responsiveness of the Bid, the Procuring Agency may, for the sole purpose of bid evaluation and comparison, assign a price to the unquoted item(s) in accordance with the following methodology:

(a) The assigned price shall be the average of the prices quoted for the same item(s) by all substantially responsive bidders; or

(b) In cases where no comparable quotations are available, the Procuring Agency shall apply the corresponding item price from its duly approved cost estimate for evaluation purposes.

The prices so assigned shall be utilized exclusively for bid evaluation and comparison, and shall not, under any circumstances, be incorporated into or form part of the Contract Price.

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 13.1** shall be the total price of the Bid.

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

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

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 42 (2) of the Public Procurement Rules, 2026.

17. Bids Validity Period

17.1 Such extensions may be more than one time but the total period of such extension shall not exceed the original bid validity period.

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

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

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids through EPADS v2.0,. The Bid Security provided under **ITB 17** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026.

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

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

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

18.5 The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:

a) a bank guarantee, a bank draft, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency;

b) a cashier’s or certified cheque; or

c) another security if indicated in the BDS.

The Bid Security shall be valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.7** are invoked.

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

a. the expiry of the Bid Security;

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

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

d. cancellation of procurement proceedings.

e. the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bid document stipulates that no such withdrawal is permitted.

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

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

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 16.2**; or

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

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

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0.

20. Format and Signing of Bid

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

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before bid submission deadline.

21.1 The Technical and Financial Bids, shall be submitted electronically through EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

22. Deadline for Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

23. Opening of Bids

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

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

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

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

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

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

24. Clarification of Bids

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

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

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

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;
5. terms and conditions of Bidding documents.
6. change in the ranking of the Bidder

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

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the respective Bid Evaluation Committee will determine whether each Bid:

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

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

3. is accompanied by the required securities; and

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

25.2 The respective Bid Evaluation Committee's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

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

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

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

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

25.4 If a Bid is not substantially responsive, it will be rejected by the respective Bid Evaluation Committee and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

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

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

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

27. Correction of Errors

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

1. if there is a discrepancy between unit price 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 respective Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

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

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

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

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

28. Conversion to Single Currency

28.1 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency in accordance with Rule 42(2) of Public Procurement Rules,2026.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria prescribed in the Bidding Documents in accordance with Rule 11, 12 and 13 of the Public Procurement Rules, 2026.

29.2 While evaluating the bids, the procuring agency shall consider the following:

i. Bids will be evaluated on lump sum bid basis or items wise or Lot wise (contracts), as specified in the BDS; and the Bid Price;

ii. correction of arithmetic errors in accordance with ITB 27;

30. Domestic Preference

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

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

31. Determination of Successful Bid

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

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

31.3 **Quality and Cost Based Selection (QCBS)**
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

31.4 **Quality Based Selection (QBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk

management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second highest bidder and so on.

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

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

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

31.6 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(xxviii) of the Public Procurement Rules, 2026.

32. Abnormally Low Financial Bids

32.1 An abnormally low bid is a bid that, in light of the Procuring Agency's cost estimate, market conditions, or other received bids, appears to be unrealistically low and may not be sustainable for successfull contract execution.

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

32.3 The Procuring Agency may reject an Abnormally low financial bid in accordance with Rule 43 of the Public Procurement Rules, 2026.

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

1. Comparing the Bid price with the cost estimate;

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

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

32.5 The respective Bid Evaluation Committee will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

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

32.7 Respective Bid Evaluation Committee may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

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

32.8 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the respective Bid Evaluation Committee will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

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

34. Negotiations

34.1 In accordance with Rule 52A of Public Procurement Rules, 2026, without changing the cost and scope of work or services, the procuring agency may

negotiate with the successful bidder (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.

There shall be no limitation on the successful bidder offering voluntary reduction in bid price without affecting the quality or scope of the procurement.

35. Procuring Agency's Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 45 of the Public Procurement Rules, 2026.

36. Cancellation of Procurement

36.1 The procuring agency reserves the right to cancel the procurement proceedings in accordance with Rule 46 of the Public Procurement Rules, 2026.

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

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

38. Notification of Award

38.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on EPADS v2.0 in accordance with Rule 48 of the Public Procurement Rules, 2026.

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

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

39. Signing of Contract

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

39.2 Immediately after the Redressal of grievance by the GRC (if any), and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

40. Corrupt & Fraudulent Practices

40.1 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 engaging in any corrupt and fraudulent practices.

F. Grievance Redressal & Complaint Review Mechanism

41. Constitution of Grievance Redressal Committee

41.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 65 of the Public Procurement Rules, 2026 read with Redressal of Grievances Regulations, 2021.

In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 65(7) of the Public Procurement Rules, 2026 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

42. Mechanism of Blacklisting

42.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Rule 25 of the Public Procurement Rules, 2026.

42.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 25 (6) of the Public Procurement Rules, 2026 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

43. Contract Management

43.1 For each procurement, the Procuring Agency shall designate a Contract Manager, who shall be duly responsible for the efficient management and administration of the contract in strict compliance with the provisions set forth under Rules 58, 59, and 60 of the Public Procurement Rules, 2026.

44. Inspection of goods and evaluation of services.

44.1 The Inspection Committee or the Firm shall have the right to conduct inspections of the goods in accordance with Rule 61 of the Public Procurement Rules, 2026.

45. Socio-economic development.

45.1 In accordance with Rule 63 of the Public Procurement Rules, 2026, preference may be granted to small and medium enterprises and marginalized groups in accordance with the policies notified by the Federal Government.

46. Environmental objectives

46.1 As per Rule 64 of the Public Procurement Rules, 2026, the procuring agency may seek to procure goods with a reduced environmental impact throughout their life cycle when compared to goods services with the same primary function that may otherwise be procured.

Bid Data Sheet

Bids Data Sheet (BDS)

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

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

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **LESCO (PMU)**

The subject of procurement is: **Procurement of ACSR Rail Conductor**

Period for Provision of Goods:

Extension Period (if applicable):

Expected commencement date: **Friday, January 29, 2027**

BDS Clause Number 2
ITB Number 2.1

Source of funds [Enter source of funds]

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

Name and identification number of the Contract: **P207855**

Identification Number:

BDS Clause Number 3
ITB Clause Number 3.1

Eligible Bidder [Enter eligibility of bidder]

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

see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Clause Number 4.1

Eligible goods and related services [Enter requirements for eligible goods and related services, if any]

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, December 4, 2026
Pre-Bid Meeting: Thursday, November 26, 2026 11:30 AM
Venue: Lahore Electric Supply Company (LESCO) Office of Chief Engineer (Dev.) PMU LESCO near 132kv Qartaba Grid Station, Bahawalpur Road, Lahore

ITB Number 8.2

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, December 4, 2026
Pre-Bid Meeting: Thursday, November 26, 2026 11:30 AM
Venue: Lahore Electric Supply Company (LESCO) Office of Chief Engineer (Dev.) PMU LESCO near 132kv Qartaba Grid Station, Bahawalpur Road, Lahore

ITB Number 8.3

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, December 4, 2026
Pre-Bid Meeting: Thursday, November 26, 2026 11:30 AM
Venue: Lahore Electric Supply Company (LESCO) Office of Chief Engineer (Dev.) PMU LESCO near 132kv Qartaba Grid Station, Bahawalpur Road, Lahore

ITB Number 8.5

Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the time, and date of the pre-Bid meeting:
[The meeting should take place not later than one weeks before the deadline for Bid submission.]

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

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

List of documents required along with the bid:

1. Complete signed and stamped Bid.

BDS Clause Number 6
ITB Number 11.1

Documents required / not required with bid submission [enter list of documents] Samples required / not required with the bid [Enter the names and number of samples]
Items/Lots and their related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

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

BDS Clause Number 10
ITB Number 17.1

The Bids/Bid Validity period shall be: **60 Days**

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

Instrument of Bid Security shall be in the Name of : **Chief Engineer (Dev.) PMU, Lahore Electric Supply Company (LESCO)**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

ITB Number 18.2

The address for submission of original bid security is [Insert the address for bid security submission]

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

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

LESCO, Ltd., 22-A Queens Road, Lahore before bid submission deadline.

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

The deadline for Bids submission is: **Monday, December 7, 2026 10:00 AM**

Day *:* ***Monday***

Date: ***Monday, December 7, 2026***

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

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

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

Day *:* ***Monday***

Date: ***Monday, December 7, 2026***

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

ITB Number 29.2

The procuring agency shall consider the following:
lump sum bid basis; or

items wise; or
Lot wise (contracts),

ITB Number 30.1

BDS Clause Number 14
ITB Number 31.1

Domestic Preference [applicable / not applicable]

ITB Number 31.2

Selection technique adopted will be:
The Procuring Agency shall use any of the following evaluation techniques for determination of successful bid.

Least Cost Base Selection (LCBS)
Quality and Cost Based Selection (QCBS)
Quality Based Selection (QBS)
[Insert the Evaluation Technique]

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

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

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

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

ITB Number 42.2

The Address of PPRA Grievance Redressal Appellate Committee to submit a copy of grievance:

Grievance Redressal Appellate Committee,
Public Procurement Regulatory Authority
1st Floor, G-5/2, Islamabad, Pakistan
Tel: +92-51-9202254

Eligibility Criteria

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

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

Eligibility Criteria	Document
The bidder is required to upload organization formation Proof.	Yes
The bidder is required to upload Undertaking on Non-Judicial Stamp Paper of non-blacklisting, no conflict of interest and accuracy of information.	Yes
The bidder shall upload Valid Type Test Reports issued by designated lab(s) mentioned in NTDC revised type test policy (Amended-to-date) OR unconditional undertaking/confirmation duly signed and stamped by the bidder and supported by the manufacturer for fresh type tests duly with in delivery period and at bidder own cost as per type test Specification-Technical Provision of the bidding document.	Yes

Tax registration proof with FBR (NTN, GSTN) (must be active taxpayer at the time of payment), in case of works PEC registration is also required.	Yes
The bidder shall upload technical data & drawings of each offered equipment and schedule of deviation (if any).	Yes
The bidder shall upload an Undertaking on non-judicial stamp paper of Rs.100 that “the bidder agreed/ will comply with all the clauses/conditions mentioned in the bidding documents” (If there is any deviation from any clause/condition, the bidder shall submitted/ upload the same on EPADS along-with undertaking. In case of non-provision of undertaking the bidder shall be considered as ineligible.	Yes

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Evaluation Criteria

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

Least Cost Based Selection (LCBS)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Manufacturer / Dealer Authorization	Warranty
ACSR Rail Conductor	Conductors and accessories	**Address:** Deputy Manager LESCO Warehouse Chichuki Mallian Sheikhupura **Schedule:** 100 Days **Quantity:** 126/Km	126/Km	10700000 PKR	Manufacturer Authorization form	18 Months

Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: ACSR Rail Conductor

UNSPSC: Conductors and accessories

Specifications / Requirementsss:

P-50:88

Price Schedule

For Individual Items

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. Definitions

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

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

b. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 35 hereunder.

c. “Authority” means Public Procurement Regulatory Authority.

d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.

e. “Completion date” means the date of completion of the Contract by the Bidder as certified by the Procuring Agency.

f. “Procuring Agency” means:-

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

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

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

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

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

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

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

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

m. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.

n. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

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

p. “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

For the purposes of this Contract, “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, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

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

s. “Government” means the Government of Pakistan;

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

u. The “Services” means the work to be performed by the Bidder pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Bidder’s Bids;

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

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

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

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

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

a. “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

b. “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.

c. “Procuring Agency” means: -
any Ministry, Division, Department or any Office of the Federal Government;
any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;

2. Application and Interpretation

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

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

3. Applicable Law

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

4. Governing Language

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

5. Notices

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

6. Standard

6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.

7. Delivery/Location

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

8. Authorized Representatives / Authority of Member in charge

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

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

8. Effectiveness of Contract

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

9. Commencement of the Contract

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

10. Program

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

11. Starting Date/Expiration Date

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

11.2 Unless terminated earlier pursuant to Clause **GCC 16** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

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

13. Modification

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

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

14. Force Majeure

14.1 Definition

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

14.2 No Breach of Contract

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

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, such period shall not exceed sixty (60) days.

14.4 Payments

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

15. Termination

15.1 By the Procuring Agency

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

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

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

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

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

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

15.2 By the Bidder

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

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

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

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

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

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

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

16.2 Law Applicable to Goods

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

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

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

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

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

17.3 Prohibition of Conflicting Activities

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

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

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

18. Confidentiality

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

19. Insurance to be Taken Out by the Bidder

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

that such insurance has been taken out and maintained and that the current premiums have been paid.

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

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

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

(b) changing the Program of activities; and

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

21. Reporting Obligations

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

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 16.**

22.2 Correction for Over-payment

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

22.3 Lack of performance penalty

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

23. Performance Guarantee

23.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form acceptable to the Procuring Agency as specified in SCC, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.

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

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

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

23.5 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.**

23.6 The bid security of the successful bidder shall not be substituted with the Performance Guarantee.

24. Fraud and Corruption

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

25. Sustainable Procurement

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

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

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

29. Change in the Applicable Law

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

30. Services and Facilities

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

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

F. Payments to the Bidder

31. Contract Price

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

32. Terms and Conditions of Payment

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

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

33. Currency of Payment

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

G. Quality Control

34. Identifying Defects

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

35. Correction of Defects, and

Lack of Performance Penalty

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

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

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

36. Taxes and Duties

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

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 Upon the commencement of the Procurement Contract, any disputes arising between the contracting parties shall be resolved in accordance with Rule 66 of the Public Procurement Rules, 2026.

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

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

38. Change Orders

The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

a)Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
b)The method of shipment or packing;
c)The place of delivery; and/or
d)The Services to be provided by the Supplier.

39. Contract Amendenments

39.1 Subject to GCC Clause 32, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

40. Sub-Contracts

40.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: **LESCO (PMU), Chief Supply Chain Management Officer LESCO, Ltd., 22-A Queens Road, Lahore**

The Supplier is:

The title of the subject procurement is: **Procurement of ACSR Rail Conductor**

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

Language:

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

Number of GC Clause 5

Notices:

The addresses for the notices are:

The Authority:

LESCO (PMU), Chief Supply Chain Management Officer
LESCO, Ltd., 22-A Queens Road, Lahore
+92-370-499-0300
Cheif.cscmo@lesco.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

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

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

LESCO (PMU), Chief Supply Chain Management Officer
LESCO, Ltd., 22-A Queens Road, Lahore
+92-370-499-0300
Cheif.cscmo@lesco.gov.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

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

Number of GC Clause 17

Conflict of Interest:

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

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.06%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

Instrument of Performance Guarantee shall be in the Name of : **Chief Engineer (Dev.) PMU, Lahore Electric Supply Company (LESCO)**

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

Number of GC Clause 32

Payment terms:

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

Number of GC Clause 33

Currency of Payment:

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

Number of GC Clause 34

Identifying Defects:

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

Inspections & Tests Requirements

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

For Physical Fitness having No Damages (Certificate from supplier)

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

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

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

Delivery & Documents

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

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road

consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

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

Certificate of Origin.

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

Number of GC Clause 37

Following is the guidance for Dispute Resolution

(a) For Contracts to be entered with foreign Contractor/ Service Provider:

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

(b) For Contracts to be entered with nationals of Pakistan:

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

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

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration in accordance with GCC clause 38.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P207855***

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

To: **LESCO (PMU), Chief Supply Chain Management Officer LESCO, Ltd., 22-A Queens Road, Lahore**

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.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of
[insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the Bid for and on behalf of: [insert complete name of Bidder]

Dated on day of , [insert date of signing]
Corporate Seal (where appropriate)

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **LESCO (PMU), Chief Supply Chain Management Officer LESCO, Ltd., 22-A Queens Road, Lahore**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Procurement of ACSR Rail Conductor (*P207855*)** 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: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **LESCO (PMU), Chief Supply Chain Management Officer LESCO, Ltd., 22-A Queens Road, Lahore**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Form-1-20

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Form-1-20** (page number: 71)

Additional conditions of contract and SCC

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Additional conditions of contract and SCC** (page number: 100)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

Past Experience and Completed Contracts

1. The bidder / supplier or its manufacturer **/ *JV (any partner/his manufacturer)** shall have at least 01 years' manufacturing experience and 06 month's supply experience of similar nature or higher capacity equipment.

2. The bidder (supplier) or its manufacturer or any JV partner must have successfully completed at least one offered or higher capacity contract / educational order / or any local or international experience. (Copy of PO / contract / agreement, Inspection Certificate, GRN, duly supported with successful performance by end user).

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 121)

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

Total amount of pending litigation should not be more than fifty percent (50%) of bidder's net worth otherwise the bid will be liable for rejection.

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 122)

Financial Capacity and Net Worth Evaluation Form

The bidder/JV (both partners are liable to provide Income Tax Returns of FBR for the last consecutive 3 years).The bidder's net worth calculated as a difference between total assets and total liabilities must be positive for last consecutive 3 years.

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 124)

Average Annual Turnover

The bidder must have an average Annual Turnover in the last 3 years should be equal to or more than the quoted price. The data from the FBR returns should be considered.

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 126)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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Additional Forms and Documents

Form 1: Form of Bid

Form 2: Documents/ Certificates to be submitted with Bid

Form 3: Price Schedules for Goods and Related Services Offered from Abroad

Form 4: Price Schedule for Domestic Goods Manufactured within Pakistan

Form 5: List of Related Services and Completion Schedule

Form 6: Form of Qualification Information

Form 7: Notification of Award

Form 8: Bid Security Form

Form 9: Bid Securing Declaration

Form 10: Bidder's Information Form

Form 11: Bidder's JV Member Information Form

Form12: Manufacturer's Authorization

Form13: Financial Situation Form

Form 14: Average Annual Turnover Form

Form 15: Deviations from Technical Specification Form

Form 16: Deviation from Contractual Conditions

Form 17: Declaration of local Agent

Form18: Current Litigation Information

Form 19: Undertaking Performa

Form 20: Annexure-I of PPRA SRO 592

Form 1: Form of Bid

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]***, 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 are hereby confirming [*insert the name of the Appointing Authority*], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

We undertake, 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 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 Bid for and on behalf of _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form 2: Documents/ Certificates to be submitted with Bid

Sr. No.	Description	Document attached Tick "Yes /No"
1	Form of Bid and Bid Prices completed.	
2	Documentary evidence established in accordance that the Bidder is eligible and/or qualified for the subject bidding process.	
3	Documentary evidence established 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	
4	Documentary evidence established 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.	
6	Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid.	
7	Schedule of delivery	
8	Schedule of technical data, drawing, complete literature catalogues and brochures in respect of the equipment to be supplied	
9	Detail of pending litigation	
10	Valid Type Test Reports issued by designated lab(s) mentioned in NTDC revised type test policy (Amended-to-date) OR unconditional undertaking/confirmation duly signed and stamped by the bidder and supported by the manufacturer for fresh type tests duly with in delivery period and at bidder own cost as per type test Specification-Technical Provision of the bidding document (if applicable).	
11	Satisfactory Operational/Performance Certificates as per bidding document.	
12	Financial statements and documents to ascertain the financial health of bidder	
13	Integrity Pact (if applicable)	
14	PPRA SRO 592	
15	Forms available in the bidding document	
16	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.	
17	Supply Record to ascertain the qualification Criteria as laid down in the bidding document.	
18	In case of JV, letter of intent to form JV or JV agreement (for services only)	

Form 3: Price Schedules for Goods and Related Services Offered from Abroad

Tender No.	Type	Description of Material	Unit	Qty.	Country of Origin	Currency of the Bid	Cost in Bidding Currency			
							Unit C&F Karachi Price	Unit CIF Karachi Price	C&F Karachi Total	CIF Karachi Total
Not Applicable										

Name …….. in the capacity of ……. Signature of Bidder:

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

20 ……

Note:

1. The delivery period will start from the date of the issuance of 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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form 4: Price Schedules for Goods and Related Services Offered from within Pakistan

Sr. No.	Tender No.	Material Description	UoM	QTY.	LOT	Country of Origin	Unit FCS price without Sales Tax & SED (PKR)	Item/Lot wise FCS price without Sales Tax & SED (PKR)	Total FCS LESCO Warehouse price without Sales tax & SED (in PKR)
1	779/PMU-1	ACSR Rail Conductor	KM	126	-				

Name …….. in the capacity of ……. Signature of Bidder:

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

20 ……

Note:

1. The delivery period will start from the date of the issuance of 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.

Form 5: Completion Schedule

Sr. No.	Tender No.	Material Description	Required Delivery Period (Days)	Offered Delivery Period (Days)
1	779/PMU-1	ACSR Rail Conductor	100	

Name …….. in the capacity of ……. Signature of Bidder:

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

20 ……

***Note:**

1. The delivery period will start from the date of Issuance of Contract agreement.
2. Partial delivery is allowed but it must be within required delivery period as above.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form 6: 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.

Project name and country	Name of PA and contact person	Type of Services provided and year of completion	Value of Contract
(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
		Joint Venture			
Requirement	**Single Entity**	**All Partners Combined**	**Each Partner**	**One Partner**	**Submission Requirements**
All pending litigation, arbitration or other material events (with LESCO) 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 50% (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. Joint 2.1 The information listed in 1.11 above shall be provided for each

Ventures	member of the joint venture. 2.2 The information in 1.11 above shall be provided for the joint venture. 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture. 2.4 Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; (b) one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.
3. 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 [delete1 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 7: 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/deposit works.

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. DELIVERY SCHEDULE:

The delivery of the material shall be completed within a maximum period of _____**days** for material offered within Pakistan on FCS basis, counted from the date of issuance of the contract agreement. Further read Section-VIII (SCC Clause 9) for detailed instructions on mechanism for delivery / inspection.

5. CONSIGNEE

Dy. Manager Warehouse LESCO Chicho-ki-mallian

6. 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 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.

7. WARRANTY:

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

8. PERFORMANCE SECURITY:

The performance security equal to 5%/10% of the value of the contract including GST, issued from the any of Banks as mentioned in the Section-VIII (SCC Clause 7), in favour of the Purchaser shall be furnished within 28 days from this Notification of Award. The performance security shall be valid up to 24 months after completion of FCS delivery 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 Award / Letter of Acceptance, the bid security shall be forfeited. Performance bond shall be furnished on non-judicial stamp paper of value Rs. 500/-.

9. 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 means 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

10. FORCE MAJEURE AND TERMINATION OF CONTRACTS:

Bidding Document clauses GCC-28, GCC-29, GCC-30, GCC-31 shall be applicable.

11. LIQUIDATED DAMAGES:

Bidding Document clauses GCC-27, SCC-21 shall be applicable

12. RESPONSIBILITY FOR EXECUTING THE CONTRACT:

You and your manufacturer both are entirely 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 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].

13. 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: _____

Signed By:_____

Designation:_____

Dated: _____

(Seal)

Signature: _____

Signed By:

Designation: **Chief Engr.(Development)**

PMU, LESCO.

Dated: _____

(Seal)

Authorized Signature:
Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form 8: Bid Security Form

To: The Chief Engineer (Dev.) PMU 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 Engineer (Dev.) PMU 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 forty (40) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:…….. in the capacity of …….. signed

[Signature of the Bank]

Dated on …… day of …….. 20 ……

Form 9: Bid Securing Declaration

Not Applicable

Form 10: Bidder Information Form

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

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

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

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

Page_____of_____pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. ☐ Establishing that the Bidder is not under the supervision of the Procuring Agency 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Signed & Stamped

Form 11: Bidder's JV Members Information Form

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

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

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

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

Page_____of_____pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Signed & Stamped

Form 12: Manufacturer's Authorization

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

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

To: [insert complete name of Procuring Agency]

WHERE-AS

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

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

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

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

Title: [insert title]

Dated on _____day of_____, [insert date of signing]

Form 13: Financial
Situation Financial Data for Previous 3 Years

Information from Balance Sheet

Financial Data for Previous 3 Years (Pak Rupee)			
Description	**Year-1**	**Year-2**	**Year-3**
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Total Debt			
Receivables			
Inventories in Hand			
Information from Income Statement			
Total Revenues/Sales			
Profits Before Taxes			
Profits After Taxes			
Interest Charges Paid			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Applicant or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Signed & Stamped

Form 14: Average Annual Turnover

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for Contracts/Orders in progress or completed, converted to Pak Rupees at the rate of exchange at the end of the period reported.

Annual Turnover Data for the Last 3 Years				
Sr. No.	**Year**	**Amount Currency (PKR in Millions)**	**Exchange Rate (Not Applicable)**	**Pak Rupees Equivalent**
1	**Year-1**			
2	**Year-2**			
3	**Year-3**			
Average Annual Turnover				

Signed & Stamped

Form 15: 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	Variation

Signed & Stamped

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form 16: 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

Signed & Stamped

Form 17: DECLARATION OF LOCAL AGENT

Not Applicable

Form 18: Current Litigation Information

Each Bidder or member of a JV must fill in this form

Pending Litigation			
➢ No pending litigation in accordance with of Section 2 (Qualification Criteria and experience) ➢ Pending litigation in accordance with of Section 2 (Qualification Criteria and experience)			
Year	**Matter in Dispute**	**Value of Pending Claim in Pak Rupees**	**Value of Pending Claim as a Percentage of Net Worth**

Signed & Stamped

Form 19: UNDERTAKING PROFORMA

The bidder undertakes that:

i) The bidder and/or its "quoted manufacturer" is not blacklisted by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies.

ii) Bid security is not forfeited in the last 03 years starting from the date of the opening of this tender.

iii) Performance security is not forfeited in the last 03 years starting from the date of the opening of this tender.

iv) The offered material shall be strictly as per WAPDA/NTDC/IEC standards (amended to date).

v) If the bid is submitted under JV or consortium agreement, all partners shall be jointly & severally responsible for completion of contract is case of award.

vi) The Bidder/JV/consortium complies with all the clauses, terms & conditions & literature of the entire bidding document and all attached requisite & supporting documents with the bid are genuine & authentic. Evaluator/procuring agency has full leverage to determine the trueness of attached documents with the bid and if any document is found to be false/fake, then procuring agency may initiate action against the bidder/JV/consortium as per provisions available in bidding document and PPRA Rules.

Stamp with Signature

Form 20: 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)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Additional Conditions of the Contract

A-Documents constituting the Bid and Bid Liable to rejection

1. Documents and Sample(s) Constituting the Bid	1.1	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed. b) Organization formation proof. c) Documentary evidence established that the Bidder is eligible and/or qualified for the subject bidding process. d) Documentary evidence established 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; e) Documentary evidence established that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents. f) Bid security or Bid Securing Declaration furnished**.** g) Duly Notarized Power of Attorney on at least Rs. 50 non-Judicial Stamp paper authorizing the signatory of the Bidder to submit the bid**.** h) Schedule of delivery. i) Schedule of technical data, drawing, complete literature catalogues and brochures in respect of the equipment to be supplied. j) Bidder will be considered as non-responsive if total amount of pending litigation or other claims (with LESCO) represent fifty percent (50%) of bidder's net worth. Detail in this regard should be submitted with bid. k) Valid Type Test Reports issued by designated lab(s) mentioned in NTDC revised type test policy (Amended-to-date) OR unconditional undertaking/confirmation duly signed and stamped by the bidder and supported by the manufacturer for fresh type tests duly with in delivery period and at bidder own cost as per type test Specification-Technical Provision of the bidding document. l) Valid and fresh manufacturer's authorization(s) from original manufacturer OR valid & fresh manufacturer's authorization from the Authorized Distributor for proprietary items only i.e. those spares which are mentioned with the manufacturer's/brand/model names only. For instance, VCB Trolleys, Test Plugs, Test Blocks, Tulip/spiral contacts, VCB interrupters etc. m) Satisfactory Operational/Performance Certificates as per bidding document. n) Integrity Pact. o) Financial statements and documents to ascertain the financial health of bidder. p) Original bid security/bank security as per bidding document q) Schedule of prices in respect of equipment

		r) PPRA SRO 592 s) Any other document required in the **BDS**.
1 (a). Bids liable to rejection	1 (a).1	Bids may be considered as non-responsive if: 1. The bid along with scanned copy of bid security is not submitted on EPADs. 2. Original bid security is not submitted to the procuring agency before the bid submission deadline or with insufficient/less/short validity or amount or un-acceptable tender/bid guarantee or on format other than provided in the bidding document or not comply with ITB 18.1, 18.3 to 18.9 or amendment in bid guarantee or submitted bid guarantee is from Banks other than mentioned in bidding document. 3. The bid covers only a part/portion of the required equipment /lot instead of complete quantity. 4. Alternate proposal is submitted with the bid. 5. The bid is submitted on other than the prescribed form (Form No. 1 to 20) or is incomplete or conditional. 6. The bid is illegible in any material, part or contains alteration, additions, deletions, erasers other irregularities. 7. Tender is in some way connected with bids submitted under names different from his own. 8. The offer is not accompanied with schedule of technical data & drawings of offered equipment and schedule of deviation (if any) duly filled in and un-signed. 9. Offer letter/Form of Bid as provided in the bidding document is not attached with the bid or not duly signed and stamped or filled by the bidder. 10. Financial statements and documents (Income Tax Returns of FBR for last 3 consecutive years) are not attached with the bid as required in bidding document. 11. Firm (Bidder/manufacturer/contractor etc.) blacklisted/debarred by any organization national/worldwide as per PPRA Rules, 2004 and any other instructions/clarifications imparted by PPRA regarding blacklisting/debarment of particular firm or any other firm. 12. Joint Venture Agreement (JV) is not attached with the bid, if firm have participated in JV. 13. Integrity Pact (if required) is not attached with the bid. 14. Valid and fresh manufacturer's authorization is not attached with the bid. "OR" Fake manufacturer authorization is attached with the bid. 15. Bidder/manufacturer/JV do not attach its registrations including FBR. 16. Any false statement made in the bid or conditional bid is submitted.

		17. Any practice/act to influence the evaluation till award of the contract. 18. Non-provision of information regarding beneficial owners on Annex-I as per PPRA SRO 592. 19. All participating bidders quote the same price against offered material. Such activity shall be considered under fraudulent practice and action will be initiated as per clause ITB 49 of the bidding document. Moreover, matter will be forwarded to Competition Commission of Pakistan for further strict action.

B. QUALIFICATION CRITERIA AND EXPERIENCE

2. General Experience	2.1	The bidder / supplier or its manufacturer **/ *JV (any partner/his manufacturer)** shall have at least 01 years' manufacturing experience and 06 month's supply experience of similar nature or higher capacity equipment. *Note: Supply record (copies of contract agreements or purchase orders along-with its GRN to ascertain the criteria duly signed and stamped shall be provided with the bid.*
3. Contractual Experience	3.1	The bidder (supplier) or its manufacturer or any JV partner must have successfully completed at least one offered or higher capacity contract / educational order / or any local or international experience. (Copy of PO / contract / agreement, Inspection Certificate, GRN, duly supported with successful performance by end user). *Note: Supply record (copies of contract agreements or purchase orders along-with its GRN to ascertain the criteria duly signed and stamped shall be provided with the bid.*
4. Financial Criteria	4.1	Financial position of the bidder /manufacturer/JV shall be assessed during financial evaluation. **1. Financial Statements** The bidder/JV (both partners are liable to provide Income Tax Returns of FBR for the last consecutive 3 years. The bidder's net worth calculated as a difference between total assets and total liabilities must be positive for last consecutive 3 years. In order to determine the same the bidder shall provide it's up to date financial statements i.e. audited balance sheet), income statement and cash flow statements, provide Income Tax Returns of FBR for the last consecutive 3 years to calculate AATO. **2. Average Annual Turnover (AATO)** The bidder should have an average Annual Turnover in the last consecutive 3 years equal to or more than the quoted price.

Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

http://www.dgip.gov.pk/Files/Visa%20Categories.aspx

https://visa.nadra.gov.pk/business-visa-list-bvl/

SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SPECIFICATIONS-
TECHNICAL PROVISIONS

1. General

1.1 All design, equipment, material and workmanship shall with and be tested in accordance with requirements of the specifications, equipment of the specifications. Equipment or parts which are not covered by the specifications shall with rules, codes and regulations of the international elector-technical commission or approved National Standards bodies.

1.2 The general inlet of these specifications is to require the supply of equipment and material equal or superior to those actually described herein. Unless otherwise stated, reference to the brand or manufacture, if made is only for the sake of comparison and shall not be interpreted as eliminating other equipment and material equal performance, quality and durability.

2. SPECIFICATIONS AND DRAWINGS

2.1 The contract shall be executed in strict conformity with the specifications and/or drawing given or mentioned in this section and the supplier do no 'work' without proper specification, instructions and/or drawings.

2.2 Specifications and/or drawings are intended to complement each other so that if anything is shown on the drawings as required but not mentioned in the specifications or vice versa, it shall be of like effect as if shown or mentioned in both. If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or, if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Engineer whose written explanation and/or clarification shall obtained before proceeding with the work.

2.3 The supplier shall submit to the Purchaser, within 15 days of the issuance of the Notification of Award/Letter of Acceptance, for approval of the Engineer, four (4) copies of all drawings, technical literature, data, operation and maintenance instruction books and/or manuals required under the specifications and such other documents or, if he deems necessary, require changes or modifications to be made therein, he shall return two copies to the supplier marked "Approved", "Approved as Noted" or "Returned for correction". Each drawing which is noted "Returned for Correction" shall be resubmitted to the Engineer after corrections.

2.4 The supplier shall then prepare and submit to the Engineer six (6) prints and two (2) positive reproducible of the approved drawings. Two prints shall be stamped "APPROVED" by the Engineer and returned to the Supplier for his record.

2.5. On completion of the Contract the Supplier shall deliver to the Engineer six (6) sets of prints and two (2) sets of positive reproducible of all approved drawings, technical literature, data which show the work in the final or "as built" condition. The Supplier shall deliver one (1) set of reproducible of all the drawings to LESCO office. The said drawing and documents shall be permanents drawings film at least 0.07mm thick or approved equivalent suitable for producing clear prints.

2.6 The Supplier shall allow 15 days for the Engineer's approval of drawings in his schedule of work and in the time allowed for completion of the Contract. Extra time required for approval of drawings due to deficiencies in design or errors in submitted

drawings shall be the responsibility of the Supplier and no extension in time will be allowed on this account.

2.7 Approval by the Engineer does not relive the Supplier of his responsibility to do the work in accordance with the Contract.

2.8 The supplier shall be responsible for any discrepancies, errors or omissions in any drawings or other particulars by him whether such drawings or particulars have been approved by the Engineer or not.

2.9 All drawings and documents furnished by the Supplier in accordance with the Contract shall become the property of the Purchaser.

3. LANGUAGE

3.1 All correspondence, literature, drawings, name plates, diagrams, applicable data, equipment details, instructions and maintenance books manuals, spare parts books and descriptive data shall be in the English language.

4. UNITS OF MEASUREMENT

4.1 All dimensions and units given by the Supplier in the Bid with its associated drawings and the Approval Drawings as submitted by Supplier shall be metric system and all reference to wrights, measurements and quantities shall be in metric units.

5. TYPE TESTS

5.1 The supplier shall supply valid type test reports according to WAPDA/NTDC specification and NTDC type test policy (amended to date) along with the bid for the equipment offered. In case of non-submission of type test reports from the independent designated Labs acceptable to LESCO/NTDC or if type test reports supplied are not to the full satisfaction of the LESCO Engineer or any instructions/directions imparted by competent authority (CEO, LESCO) regarding type test of material, bidder will submit confirmation for provision of fresh type test of the offered equipments. Initially the bidder will submit the preliminary type test report and before offering FAT call the bidder shall submit the complete type test report which will conforming to WAPDA/NTDC Specification in the presence of LESCO/NTDC representatives at any of the following labs:

i. KEMA Laboratories Holland
ii. CESI laboratories Italy
iii. CRIEPI Laboratories Japan
iv. CEPRI, China
v. Labs mentioned in NTDC Revised Type Test Policy (also available on NTDC website)
vi. HV&SC Laboratory Rawat
vii. HV&SC Laboratory RTL Faisalabad
viii. Any other independent Laboratory of international repute to be allowed by Chief Executive Officer LESCO.

***Note:** Test reports of the tests witnessed by DISCO/NTDC engineers available in laboratories mentioned at sr. no. vi & vii are also acceptable.

The cost and arrangement including return air ticket from Lahore to place of testing, boarding & lodging in A class accommodation, local transport and daily allowance (for type test/prototype physically conducted in Foreign country TA/DA is $ 250/day and type test/prototype conducted with in a country TA/DA will be permissible as per LESCO/WAPDA rules) for each to meet other expenses for the two inspectors etc. without affecting the delivery schedule in accordance with provisions of the bidding documents is the sole responsibility of bidder. Bidder/supplier JV is required to offer its equipment for type testing within a month's time after approval of its technical data & drawings from the office of Chief Engineer (TS Design) LESCO for nomination of inspectors for type testing. Type testing, pre- delivery inspection/FAT and successful delivery of material shall be done with in a delivery period.

5.2 If the type test is already conducted from the designated lab as per NTDC type test policy, then at the time of bid submission/evaluation/award of contract, the preliminary report duly signed/issued by the designated lab will be acceptable. However, the bidder is liable to provide the complete type test report before offering FAT/pre-shipment inspection call.

5.3 If the prototype/type test sample fails, the material shall be improved and re- offered for type testing. The time taken for improvement in sample and re- submission of drawings will not entitle the manufacturer to claim extension in delivery period on this account.

5.4 Any changes suggested in the material and drawings during type testing for compliance of specifications and contract agreements shall have to be incorporated without any extra price claim. Failure to provide type test certificates with the bid may result in bid rejection. Test results can be asked for by the Purchaser after bid opening as deemed necessary.

6. PACKING & MARKING

6.1 The material shall be properly packed according to international standard with marking clearly indicating Contract agreement No., description of material, lot wise, ultimate consignee LESCO/WAPDA Lahore Pakistan.

7. INSPECTION

Inspection/FAT shall be carried out by two nominated inspectors (one from the office of Chief Engineer (Dev.) PMU LESCO and other from the office of the Chief Engineer (TS) Design LESCO. However, Inspection Certificate will be issued by the office of the Chief Engineer (TS) Design LESCO.

ADDITIONAL SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Additional Special Conditions of Contract (SCC)

	Bid Security (or guarantee)	
1	1.1	• 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 Chief Engineer (Dev.) PMU LESCO. • In case of Bank Guarantee only, following Schedule Bank of Pakistan are acceptable **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** or from a foreign bank duly counter guaranteed by above Scheduled Bank in Pakistan are acceptable or Foreign Banks operating in Pakistan duly registered with SBP. • Bank Guarantee in the shape of Deposit at Call or Pay Order or Banker's Cheque are acceptable from any Scheduled Bank in Pakistan. • Bid Security shall be in favour of the Purchaser valid for a period **40 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/-.
	Performance Security (or guarantee)	

2.	2.1	• The Performance Bond equal to 10% 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 Trakiati 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 or Foreign Banks 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 Purchaser will be furnished by the successful bidder on acceptance of Notification of Award/Letter of Acceptance before signing of the contract agreement within 28 days from the notification of Contract award/Notification of Award. • The performance security shall be valid up to 24 months after completion of FCS or CIF Karachi delivery 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, the bid security shall be forfeited.*** • Performance bond shall be furnished on non-judicial stamp paper of value Rs.500/-
	2.2	After delivery and acceptance of the Goods, 10% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations.

Inspections and Tests		
3.	3.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: a) Inspection of material will be carried out at supplier or manufacturer's works or as per instructions imparted by the LESCO's competent authority (as the case may be) by the committee constituted by competent authority of LESCO in accordance with the technical specifications and drawings attached hereto. A prior notice (inspection call) of at least fifteen (15) days (for material whose FAT/pre-delivery inspection will be carried out in Pakistan by LESCO inspectors) / 60 days (for material whose FAT/pre- shipment inspection will be carried out in abroad/outside Pakistan by LESCO inspectors) prior to

		expiry of due date in writing shall have to be given to Chief Engr. (Development) LESCO by you when the stores against the order are ready for inspection otherwise date of GRN (for FCS delivery)/Bill of Lading (for CIF Karachi delivery) as the case may be will be reckoned as date of delivery and LD will be deducted accordingly. Inspection of material will be carried out by one representative nominated by C.E (Dev.) PMU LESCO and other representatives nominated by o/o C.E (TS) Design LESCO. b) The goods accepted for supply shall be delivered to LESCO warehouse CKM/at Karachi Port as the case may be within 20-days (for material whose FAT/pre-delivery inspection is carried out in Pakistan by LESCO inspectors)/ 60 day (for material whose FAT/pre-shipment inspection is carried out in abroad/outside Pakistan by LESCO inspectors) from the date of issuance of inspection certificate subject to the condition that the supplier/manufacturer offers the material for inspection at least 15-days (for material manufactured in Pakistan and whose FAT/pre-delivery inspection will be carried out in Pakistan by LESCO inspectors)/60 day (for material manufactured outside Pakistan and whose FAT/pre-shipment inspection will be carried out in abroad/out of Pakistan by LESCO inspectors) prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification. c) Failing to offer of material for inspection and delivery as above (a & b herein), date of (for FCS delivery)/Bill of Lading (for CIF Karachi delivery) as the case may be, GRN date will be reckoned as date of delivery and LD will be calculated and deducted accordingly. d) The cost of performing as well as witnessing any tests by the Inspectors during pre-shipment foreign inspection shall be borne by the supplier if such tests are clearly intended by or provided for in the specifications or schedule of prices or as agreed between purchaser and the supplier witnessing of the tests will cover the expenses of two Inspectors from LESCO (WAPDA) including air ticket from Lahore-Pakistan to the place or places of inspections, boarding & lodging in any A class accommodation, local transportation and daily allowance of $250 each to meet other expenses. e) For local inspection, the bidder will provide all reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to the inspecting officers by you at your expense, boarding and lodging and daily allowance permissible under LESCO/WAPDA rules. f) In case the Goods fail to withstand any test, the cost of

		repeating such test at the cost of witnessing such test by the Inspector shall be borne by the Supplier and the equipment released or modified to the satisfaction of the purchaser without any additional cost to the purchaser. g) Any inspection and or witnessing of tests or the waiving of such tests and or surveillance by the Engineer/Inspectors shall not relieve the Supplier of its obligations and responsibilities under the Contract regardless of any approval or consent given by the Engineer and or Inspector. h) Two copies of all the Inspection and Tests Reports and certificates including those for quality control shall be supplied to the Engineer. The reports and certificates of such tests as have been witnessed shall be countersigned by the Engineer and or Inspector.
	Packing	
4.	4.1	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.
	Delivery and Documents	
5.	5.1	**For Goods supplied from abroad:** upon shipment the foreign supplier shall notify the purchaser, C.R.R Wapda Karachi and the Insurance Company by fax/cable the full details of the shipment, including contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date shipment, port of discharge, etc. The supplier shall submit the following documents to the purchaser and C.R.R WAPDA Karachi, with a copy to the Insurance Company in such a manner that the same are received by all concerned at least 10 days before arrival of the goods at the port or place of arrival. The supplier shall be responsible for any consequent expenses due to late receipt of the said documents. i. Commercial invoice showing Goods description, quantity, unit price and total price. ii. Original and four copies of negotiable clean, on board bill of lading marked "freight prepaid" iii. Four copies of non-negotiable bill of lading. iv. Packing list identifying contents of each package. v. Insurance certificate. vi. Manufacturer's or supplier's warranty certificate. vii. Inspection certificate, issued by the nominated inspection agency, or the manufacturer's factory inspection report,

		viii. Manufacturer's warranty certificate. ix. Certificate of origin. Timely submission of correct and complete set of negotiable documents in the Bank. Any delay, ambiguity and incomplete documents on the part of supplier can cause demurrage, which are to be recovered from the supplier.
6.	6.1	**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.
	Insurance	
7.	7.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	Related Services	
8.	8.1	Related services to be provided are: Free training to LESCO employees shall be provided by the bidder as & where mentioned in the bidding document.
	Spare Parts	
9.	9.1	Additional spare parts requirements are: As per Tender specification or otherwise as per tender inquiry. Note: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.
	Warranty	
10.	10.1	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 to the effect that the goods offered conform exactly to the specifications laid down in this Contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications or not in conformity with the test certificate, you will be held responsible for all losses and that you agree to substitute the unacceptable goods with the acceptable goods at your risk and cost provided the above mentioned defects/deficiencies are noticed within 18 months from the date of installation/ commissioning or 24 months from the date of delivery of last consignment whichever is earlier. 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.
11.	11.1	The period for correction of defects in the warranty period is: Thirty (30) Days.
	11.2	The period for taking remedial action for failure of correction of defects in the warranty period is: Thirty (30) Days from the date defect notified to the supplier at his cost and expense.
	Payment	
12.	12.1	All the payments including Sales tax & SED, if applicable/levied, under this procurement will be made by Manager Finance (Development) LESCO Lahore directly OR through irrevocable confirmed letter of credit to be opened in favor of the Supplier in a Bank in its country. The following necessary information/documents for establishment of letter of credit shall be submitted directly to Manager Finance (Development) LESCO within seven days of issuance of PO:- 1. Accepted copy of P.O 2. Name & address of beneficiary

		3. Name & address of beneficiary's Bank 4. Amount of L/C 5. Performa invoice 6. Freight breakup & H.S code 7. Port of shipment 8. Last date of shipment 9. Date of expiry 10. Origin of goods 11. Terms of payment 12. Insurance cover note Manager (Finance) (Dev.) LESCO shall establish Letter of Credit within 30 days after receipt of all the necessary documents/information as mentioned above from the supplier/bidder. In case of delay in submission of these documents than prescribed time, delay will be accounted at bidder/supplier's part and no extension of time will be admissible on these grounds. All the charges for establishment of letter of credit or any subsequent amendment (local or foreign bank charges) shall be borne by the supplier. All the payments will be made by Manager Finance (Development) LESCO on production of bills in triplicate duly approved by Chief Engr. (Development) LESCO and pre-audited by Manager Finance (Development) LESCO as follows: i) 90% of Contract Price of the goods supplied shall be paid against copies of the supplier's invoice with the following attached documents a) Copy of PO b) Original Invoices of firm in triplicate c) Original Consignee's GRN/BIL d) Original delivery challan duly signed and stamped by consignee e) Original Inspection Certificate/Inspection Report f) Original Warranty Certificate, g) Original Non-payment certificate h) Confirmation regarding receipt / acceptance of Performance Security by this office to be valid as per clause 8 of NOA. ii) Balance 10% of the Contract Price shall be paid on production of following documents: a) Copy of PO

		b) Original Invoices of firm in triplicate c) Copy of Original Consignee's GRN /BIL d) Original Non-payment certificate e) Copy of Original Inspection Certificate/Inspection Report f) Material acceptance certificate issued CE (Dev.) PMU office. iii) For 18% GST, following documents shall be attached: a) Copy of PO b) Original Invoices of firm in triplicate c) Original GST invoice of firm d) Copy of Original Consignee's GRN /BIL e) Original Non-payment certificate f) Copy of Original Inspection Certificate/Inspection Report g) GST Return issued by FBR for 18% GST bill. h) Affidavit for 18% GST invoice. 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.
	Date of Commencement	
13.	13.1	For FCS delivery, the delivery period shall start from the date of the issuance of Contract agreement.
	Liquidated Damages	
14.	14.1	If bidder/contractor fails 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 bidder/contractor, 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 bidder/contractor from any unit of WAPDA/PPMC/NTDC/DISCOs/GENCOs. OR ii. To purchase from elsewhere without notice to bidder/contractor at bidder/contractor 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 bidder/contractor risk and cost. In the event of action being taken under (ii) or (iii) above, bidder/contractor shall be liable for any loss which the purchaser may suffer on that account; but bidder/contractor shall not be entitled to any gain on repurchase made against the supply order. If during the course of execution of the contract agreement, bidder/contractor blacklisted by WAPDA/PPMC/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
	Termination for Force Majeure	
15.	15.1	Notwithstanding the provisions of, 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. 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, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent. Nevertheless, price/dollar escalation and non-opening of L/C between bidder and its manufacturer do not fall under force majeure unless any imposition/bar is notified by State Bank of Pakistan within the period between submission of LC request by bidder to its bank and issuance of LC by State Bank of Pakistan.
	15.2	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.
	Procedure for Dispute Resolution	
16.	16.1	Dispute Resolution (a) **<u>For Contracts to be entered with foreign Contractor/ Service Provider:</u>** All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. (**<u>b) For Contracts to be entered with nationals of Pakistan:</u>** 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.
	Letter of Credit (Between bidder and manufacturer)	
17.	17.1	The bidder is entirely responsible for successful opening of irrevocable letter of credit. In this regard, no liability will fall towards purchaser.
	17.2	LESCO reserves the right to ask following information from the bidder: 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 as deemed necessary. Bidder is liable to provide this information as & when required by the purchaser.
	Order of Preference	
18	18.1	In case of any discrepancy, applicable preferences of clauses will be as under: 1. Clauses of Contract/Purchase Order 2. Clause of Letter of Acceptance/Notification of award. 3. Clauses of Special Conditions of the bidding document 4. Clauses of Bidding Data Sheet mentioned in bidding document Clauses of General Conditions of the bidding document.

Past Experience / Contracts

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

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

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

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

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*

Financial Situation and Performance

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

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

1. Financial data

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

* Refer ITA 14 for the exchange rate

3. Financial documents

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

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

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

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

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

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

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

Average Annual Turnover (Annual Sales Value)

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

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

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

* Refer ITA for date and source of exchange rate.

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