MEPCO BIDDING DOCUMENT FOR

OUTSOURCING OF UTILITY VEHICLES

Tender No: 232/26

(National Competitive Bidding)
Single Stage One Envelop Procedure

MULTAN ELECTRIC POWER COMPANY

APRIL, 2026

Contents of Bidding Documents

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Integrity Pact

MULTAN ELECTRIC POWER COMPANY LIMITED (MEPCO)

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MEPCO TENDER NOTICE FOR OUTSOURCING OF UTILITY VEHICLES

Multan Electric Power Company Pvt. Ltd invites **E-BIDS** from eligible Bidders registered on EPADS for provision of services on the basis of **Single Stage One Envelope Procedure** as per PPRA rules.

Tender No.	Lot. No.	Services Required	No.	Date & Time of Submission	Date & Time of Opening
232/26	I	Utility Vehicle (Single Cabin)	29	11-05-2026 at 11:00 HRS	11-05-2026 at 11:30 HRS
	II	Double cabin (4x4)	12		
	III	Sedan Car (Automatic)	09		

E-Bidding documents, containing detailed terms & conditions, Method of procurement, procedure of submission of bids, bid security, bid validity, evaluation criteria etc, are available on E-Pak Acquisition & Disposal System (EPADS) at (www.eprocure.gov.pk). Interested eligible bidders are requested to register themselves on EPADS & submit their documents on EPADS. The Tenders will be opened publicly in the presence of bidders or their representatives who wish to attend on above mentioned date & time in the office of Director (Proc.) Dist. MEPCO Khanewal Road, Multan.

Bid Security/Guarantee in original as mentioned in Bidding documents in shape of Deposit-at-Call, Bank Draft, Pay Order or Bid Guarantee issued by any scheduled Bank of Pakistan in favor of Chief Executive Officer MEPCO Multan shall be submitted before the E-BID submission deadline in the office of Director (Proc.) Dist. MEPCO Khanewal Road, Multan in an envelope clearly marked with tender number otherwise Bid will be rejected and copy of the same shall be attached with the E-Bid.

Director (Procurement) Distribution
MEPCO Limited Multan

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SECTION II: INSTRUCTION TO BIDDERS (ITB)

A. Introduction

1. Scope of Bids

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

2. Source of Funds

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

3. Eligible Bidders

3.1 1) A bidder is eligible to participate in a procurement process if the bidder:

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

(b) has the legal capacity to enter into a procurement contract;

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

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

(e) has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfill its obligations to pay taxes and social security and other contributions of its employees; and

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

(i) its professional conduct; or

(ii) a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three

years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

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

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

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

(a) discriminates against or among a bidder or against categories of bidders; or

(b) is not required for the performance of the procurement contract; or

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

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

(6) In the case of a joint venture, consortium, or association, all members shall be jointly and severely 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 Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

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

(8) Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint

		Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS (9) No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

B. Bidding Documents

4. Contents of Standard Bidding Document	4.1	The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include: **Section I -**Invitation to Bid **Section II** Instructions to Bidders (ITB) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications. **Section VI** Bidding Forms **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	4.2	The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.
5. Clarifications	5.1	Clarifications of the bidding documents may be requested in writing through EPADS by any bidder up to three days prior to the deadline for the submission of bids. The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals. Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings. No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS.

	5.2	Procuring Agency's response will be uploaded on the EPADS, including a description of the inquiry.
	5.3	Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 6.**
	5.4	If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.
	5.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 6**.
	5.6	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered. No change in the prices or substance of the bid shall be sought, offered, or permitted. The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents; and f) change in the ranking of the bidders. From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.
6. Amendment of Bidding documents	6.1	Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a

	6.2	clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 6.1** shall be uploaded on EPADS as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**: Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.
	6.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids: Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

7. Documents Constituting the Bids	7.1	The bids prepared by the bidders shall constitute the following components: - a) Forms of bid and Bid Prices completed in accordance with **ITB 10 and 11;** b) Documentary evidence established in accordance with **ITB 8** that services to be provided by the bidder are eligible services, and conform to the bidding documents; c) Documentary evidence established in accordance with **ITB 9** that the bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with **ITB 9.3** that the bidder has been authorized to provide the services; e) Bid security or Bids Securing Declaration furnished in accordance with **ITB 14;** and f) Any other document required in the **BDS**.
Documents Establishing Eligibility of the Services and Conformity to bidding documents	8.1	To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

8.2 Standards for the provision of non-Consulting services are intended to be descriptive only and non restrictive

9. Documents Establishing Eligibility and Qualification of the Bidder

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

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

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

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

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

10. Form of Bid

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

11. Bids Prices

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

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

11.3 The Bid price to be quoted in the Forms of Bid in accordance with **ITB 10** shall be the total price of the bid, excluding any discounts offered.

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

11.5 Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

12. Bids Currencies

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

13. Bid Validity Period

13.1 Bid(s) shall remain valid for the period specified in the **BDS** after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring

Agency as non-responsive**.** The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

14. Bid Security or Bid Securing Declaration

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

14.2 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 14.5**

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

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

(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 bidding document;

(c) the rejection by the Procuring Agency of all Bids;

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

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

a) if a bidder:

i) withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the

		ii) does not accept the correction of errors pursuant to **ITB 23;** or b) in the case of a successful bidder fails: i) to sign the contract in accordance with **ITB 32**; or ii) to furnish Performance Guarantee in accordance with **ITB 33.**
	14.6	The bid security shall be valid for a period specified in **BDS.** Bids with shorter bid security validity period shall be rejected straight away.
15. Alternative Bids by Bidders	15.1	Alternatives will not be considered, unless specifically allowed for in the **BDS**.
16. Withdrawal, Substitution, and Modification of Bids	16.1	Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.
17. Format and Signing of Bids	17.1	The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS.
	17.2	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.
		D. Submission of Bids
18. Submission of Bids through EPADS before Deadline	18.1	The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.
	18.2	The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.
		E. Opening and Evaluation of Bids
19. Opening of Bids	19.1	The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.
	19.2	The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid

		security, if required; and (d) any other details as the procuring agency may consider appropriate.
	19.3	No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**
	19.4	The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.
20. Confidentiality	20.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.
	20.2	Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.
21. Preliminary Examination of Bids	21.1	Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid: a) meets the eligibility criteria defined in **ITB 3**; b) has been prepared as per the format and contents defined by the procuring agency in the bidding document; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the bidding document.
	21.2	The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.
	21.3	If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.
22. Examination of Terms and Conditions, Technical Evaluation	22.1	The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.
	22.2	If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21,** it shall reject the bids.

23. Correction of errors

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

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

b) 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

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

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

23.2 The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14.**

24. Conversion to Single Currency

24.1 To facilitate evaluation and comparison, the procuring agency will convert all bid prices expressed in the amount in various currencies in which the bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding document. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding document, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

25. Evaluation of Bids

25.1 The procuring agency shall evaluate and compare only those bids determined to be substantially responsive, pursuant to **ITB 21.**

25.2 In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the

		Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
26. Determination of Most Advantageous Bids	26.1	Selection technique will be adopted for determining the most advantageous bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.
27. Abnormally Low Financial Bids	27.1	Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price. A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency – (a) requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and (b) having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

F. Award of Contract

28. Criteria of Award	28.1	The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Most Advantageous Bidder.
29. Procuring Agency's Right to reject All Bids	29.1	The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).
	29.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring

agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

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

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

31. Notification of Award

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

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

31.3 The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32.**

32. Signing of Contract

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

33. Performance Guarantee

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

33.2 Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

		security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.
34. Advance Payment	34.1	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.
35. Arbitration	35.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.
36. Corrupt & Fraudulent Practices	36.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

37. Constitution of Grievance Redressal	37.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
38. GRC Procedure	38.1	Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

39. Procedure for Blacklisting/Debarment	39.1	The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19 (3), 2021.

SECTION III: BIDS DATA SHEET (BDS)

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services 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 Numb	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
1.	**1.1**	Name of Procuring Agency: **Multan Electric Power Company Ltd. Multan, MEPCO** The subject of procurement is: **Outsourcing of Utility Vehicles** **Contract Tenure:** • The initial contract period shall be for three (03) years, which may be extended to another two (02) years, subject to satisfactory performance, evaluation reports and approval by competent authority. **Commencement of Services:** The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.
2.	**2.1**	Financial year for the operations of the Procuring Agency: **FY 2025-26,** Identification Number: 232/26
		B. Bidding documents
3.	**5.1**	The Bidders may seek clarifications through EPADS
4.	**5.5**	Pre-bid meeting shall be convened: N/A
5.	**6.2**	Any addendum, in case issued, shall be published on MEPCO website https://mepco.com.pk/current-procurement-tenders/and on EPADS.

6.	**8.1**	Following documents shall be submitted along with the bids: i. All Bid Forms ii. Bid Security iii. Company Registration Certificate iv. Active NTN v. Affidavit of non judicial Stamp paper that company is not blacklisted/debarred by any organization. vi. GST and PST (Where applicable) vii. Financial bid submission form viii. Price Schedule
7.	**9.3**	The qualification criteria to establish the supply / production capability of the bidder. **i. Vehicle Requirements:** 1. Utility Vehicles (Single Cabin) must not be more than 05 years old, at time of induction and such vehicles will not be used beyond further 05 years (i.e vehicle beyond ten years old will not be deployed). 2. Double Cabin and Car, must not be more than 02 years old, at the time induction and such vehicles will not be used beyond further 03 years. 3. All Vehicles must be roadworthy, registered and comprehensively insured All vehicles must be roadworthy, registered and comprehensively insured. **ii. Driver Requirements:** • Valid LTV/HTV licenses with at least 3 years of driving experience. • Drivers must carry valid CNIC, and be medically fit. • Police verification / character certificate must be submitted for each driver. **iii. Vendor Requirements:** • Must be a registered firm with NTN, GST/ PSTN etc • Should have minimum 02 years of experience in providing vehicle rental or fleet services to public/ private organizations.

C. Preparation of Bids

8.	**11.5**	The price shall be fixed.
9.	**12.1**	Currency of the Bids shall be Pak Rupees
10.	**13.1**	The Bid Validity period shall be 120 days

11.	**14.1**	The amount of Bid Security shall be Rs. **Lot. No.** / **Services Required** / **No.** / **Bid Security** **I** / **Utility Vehicle (Single Cabin)** / **29** / **145,000/-** **II** / **Double cabin (Automatic) (4x4)** / **12** / **96,000/-** **III** / **Sedan Car (Automatic)** / **09** / **36,000/-**
12.	**14.1**	The Bid Security shall be in the form of: CDR/ Cheque / Bank Draft / Pay order or Bank Security from schedule bank of Pakistan on the prescribed format
13.	**14.6**	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 120 days so the bid security shall be valid for 120+28 = 148 days.
14.	**15.1**	Alternative Bids to the requirements of the bidding documents will be permitted / not permitted: **Not Permitted**

D. Submission of Bids

15.	**18.1**	Bid shall be submitted online on EPADS **the Office of Director Procurement Distribution MEPCO HQ Multan on or before submission time** Bids that are not submitted on EPADS shall be disqualified. The deadline for Bids submission is a) Day*: Monday* b) Date*: 11-05-2026* c) Time*: 11:00 am*

E. Opening and Evaluation of Bids

16.	**19.1**	The Bids opening shall take place at: Day*: Monday* Date: *11-05-2026* Time*: 11:30 am*
17.	**25 & 26.1**	Bids shall be evaluated in accordance with the method and procedure prescribed under **Section-V** of bidding document.
18.	**30.1**	N/A

F. Award of Contract

19.	**33.1**	The Performance guarantee shall be 05 percent of the Contract Price including GSTs The Performance Guarantee shall be acceptable in the form of CDR/Bank Guarantee only-
20.	**35.1**	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
21.	**37**	Grievance shall be submitted on the dedicated module of EPADS and hard copy be submitted to Convener GRC.

SECTION IV. 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.

SECTION V: EVALUATION CRITERIA, TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENTS

Evaluation Criteria

1. **Vehicle Requirements:**
   i. Utility Vehicles (Single Cabin) must not be more than 05 years old, at the time of induction and such vehicles will not be used beyond further 05 years (i.e vehicle beyond ten years old will not be deployed).
   ii. Double Cabin and Car, must not be more than 02 years old, at the time of induction and such vehicles will not be used beyond further 03 years.
   iii. All vehicles must be roadworthy, registered and comprehensively insured.

2. **Driver Requirements:**
   i. Valid LTV/HTV licenses with at least 3 years of driving experience.
   ii. Drivers must carry valid CNIC, and be medically fit.
   iii. Police verification / character certificate must be submitted for each driver.

3. **Vendor Requirements:**

i. Must be a registered firm with NTN, GST / PST etc.
ii. Should have minimum 02 years of experience in providing vehicle rental or fleet services to public/private organizations.

1. **Scope:**

This report has been prepared to define the strategic framework for the outsourcing of sedan cars, utility & double cabin vehicles, including associated terms, conditions, and evaluation criteria, through a transparent and competitive tendering process. The initiative is aligned with MEPCO's vision to improve operational excellence, cost-efficiency and service reliability across its jurisdiction, The proposed outsourcing model entails the provision of sedan cars, utility & double cabin vehicles along with experienced drivers, while provision of fuel and route-specific operational planning shall remain under MEPCO's control. The arrangement is structured to maximize service availability, minimize administrative and mechanical overheads, and optimize resource utilization The outsourced fleet will primarily serve the following core operational areas:-

• Timely deployment of field staff for maintenance, inspection & new Connection, and fault rectification.

• Availability for urgent and emergency response operations, particularly during outages, weather events, or infrastructure failure.

This initiative is intended to be rolled out across operational circles of MEPCO as well as MEPCO H/Qs and shall be monitored periodically to ensure compliance, performance and value-for-money outsourcing

Deliverables

The qualified outsourcing utility & double cabin vehicle service provider firm shall be contractually obliged to provide the following deliverables, in strict accordance with the specifications and operational requirements laid down by MEPCO. These deliverables are designed to ensure uninterrupted field operations and emergency responsiveness across MEPCO's jurisdiction:-

The outsourcing firm shall be responsible for the following deliverables: -

• Provision of utility vehicles & double cabin in fully functional condition as per following MEPCO specifications: -

Sr. No.	Type of Vehicle	Engine Capacity	Loading Capacity	Deck Size	Fuel Average
1	Utility Vehicle (Single Cabin)	2700 cc ± 10 %	Min. 1.0 Ton	Min. Length 09 Feet	Minimum 10 Km/Liter
2	Double cabin (Automatic) (4x4)	1900 cc to 3000 cc	-	-	Minimum 10 Km/Liter
3	Sedan Car (Automatic)	1400 cc ± 10%	-	-	Minimum 12 Km/Liter

- Following duty of drivers will be implemented:
  1. Each utility vehicle (Single Cabin) shall be deployed with two (02) licensed and experienced drivers. Each driver will be assigned a duty shift of 12 hours.
  2. Each double cabin vehicle and sedan car shall be deployed with one (01) licensed and experienced driver, working 12-hour duty shift. In case of travel outside the

designated station, whether within or outside MEPCO jurisdiction, where the travelling extends beyond one (01) day, the contractor shall be entitled to claim additional charges for lodging and boarding of the outsourced driver, equivalent to the admissible entitlements of MEPCO drivers in BPS-07.

- Timely replacement of non-functional vehicles or absent drivers within specified timeframes.
- Availability of vehicles on 24/7 basis, including weekends and public holidays.
- Provision of comprehensive insurance for all outsourced vehicles.
- Compliance with all relevant traffic laws, fitness certifications, and vehicle registration.
- Maintaining vehicle logbooks signed by authorized MEPCO officers.
- Vendors must share the proof of payment for driver's salary on monthly basis with Client, on request. The salary should not be less than minimum wages rate of Local District Government.
- Vendors will provide transport services with complete solutions through 24/7 control room at their end.
- Vendors will ensure submission of all transport services related documents including Registration, valid vehicle tax papers, EOBI and will submit proofs to office of Director (Transport) MEPCO HQs Multan, twice in a year.
- Transport Department will also ascertain the average of each vehicle.
- Client will pay only for official distance travelled in KMs for which fuel was issued to vendor by Client.
- Vendor will be responsible for unofficial running of vehicles and fuel cost of such running will be deducted from monthly payment.
- Vehicle attendance will only be marked by user when vehicle is present at reporting location / user specified location and will be endorsed by tracker.
- All relevant Client SOPs including required HSE compliance will be applicable on vendor.
- Vendors are required to own an established workshop or at least a standing contract with an established workshop for management of vehicle maintenance activities.

2.1 Preventive and Corrective Maintenance

- The service provider shall ensure regular preventive maintenance including timely oil changes, filter replacements, brake checks, tyre inspection and overall vehicle servicing.
- Any malfunctioning vehicles must be promptly repaired or replaced to avoid operational delays.

2.2 Monitoring & Service Levels

- Service providers must ensure GPS tracking and shall cooperate with any inspection or monitoring protocols put in place by MEPCO to assess vehicle usage, driver behavior and service performance.
- The contractor shall be subject to penalties for delays, non-compliance or repeated breakdowns as detailed in the service-level agreement (SLA).

3. Key Performance Indicators (KPIs)

To ensue continuous monitoring and evaluation of service standards, the outsourcing firm shall be bound by the Key Performance Indicators (KPIs). These KPIs are aligned with

MEPCO's commitment to operational efficiency, reliability and accountability. Performance shall be reviewed on a half yearly basis and consistent failure to meet KPI's may leave penalties, performance, warning, or contract termination.

Sr. No.	KPI Description	Performance Target Threshold	Remarks
1.	Vehicle Availability	100% daily availability	No unscheduled downtime, vehicles must remain operational unless approved by MEPCO in advance.
2.	Driver Attendance & Punctuality	100% adherence to scheduled duty hours	Late arrivals, early departure, or absenteeism without prior notice shall be penalized.
3.	Driver Conduct & Discipline	Zero tolerance for misconduct	Drivers must demonstrate professional behavior and adhere to MEPCOs code of conduct.
4.	Vehicle Cleanliness & Presentation	Vehicles must be clean and well-maintained at all times.	Spot checks will be carried out by MEPCO officers / officials.
5.	Replacement Time for Non-Functional Vehicles	Within 02 hours of official intimation related to vehicle.	Delay beyond two hours will be recorded as service disruption.
6.	Vehicle Complaint Resolution	All complaints related to vehicle be resolved within 24 hours.	Includes mechanical issues, driver conduct, or documentation irregularities.
7.	Documentation Compliance	100% at all times (valid fitness, registration, insurance, tax, etc.)	Any lapse will be treated as non-compliance and may result in suspension of that vehicle.
8.	Reporting Accuracy	100% accuracy in vehicle logbooks	All entries must be authenticated by MEPCO officials daily.
9.	GPS Tracking	GPS System functional and active at all times	Data to be accessible to MEPCO for route monitoring and operational analysis and should be integrated with MEPCO ERP system.
10.	Substitute Driver Deployment	Within 02 hours of driver unavailability.	Same standards for license, discipline and appearance must apply on substitute driver.
11.	Customer Service Orientation (Field Staff Feedback)	Minimum 90% positive feedback in half yearly surveys.	MEPCO may seek user formation feedback on responsiveness and conduct.
12.	Accident Reporting and Claim Handling	All incidents to be reported within 03 hours, with insurance claim initiated within 24 hours.	Transparent communication and coordination with MEPCO Transport Directorate.

4. Payment Mode

- Monthly payments will be made to vendor against verified invoices by concerned DDO submitted along with daily log books signed by concerned MEPCO officers.

- No advance shall be made.
- Applicable taxes / dues shall be deducted as per government rules (Federal, Provincial & District Government)
- Monthly invoices generated by the outsourced company / vendor shall be verified by the concerned officer using the vehicle at the location where the vehicles are deployed and duly verified and approved by the respective DDO. Thereafter, the bills shall be submitted to Director (Transport), who shall forward a consolidated bill to Finance Directorate for pre-audit and payment.

5. Penalties

Sr. No.	Issue / Breach	Penalty Amount / Action	Remarks / Escalation
1.	Non-availability of vehicle without Prior Intimation	Rs. 5,000 per vehicle per day	Applies if vehicle is not available for duty without prior written approval.
2.	Delay in Deployment of Replacement vehicle (Beyond 2 Hours)	Rs. 1,000 per hour of delay	After 2-hours grace period penalty time will be commenced.
3.	Driver Absence Without Replacement	Rs. 3,000 per incident + Immediate driver substitution	Absenteeism without timely substitute will be treated as service disruption.
4.	Driver Misconduct or Indiscipline (Misbehavior, Intoxication, Abuse, etc.)	Rs. 3,000 per incident + Immediate driver substitution	Zero tolerance policy on misconduct.
5.	Failure to Maintain valid Vehicle Documentation (Fitness, Registration, Insurance, etc.)	Rs. 3,000 per vehicle + Immediate vehicle suspension	Vehicle to be reinstated only upon submission of valid updated documents etc.
6.	Mechanical Breakdown due to Poor Maintenance	Rs. 5,000/- per incident (After 1st Warning)	Applies when repeated faults arise from negligence or skipped maintenance.
7.	Failure to Maintain and Submit vehicle Logbooks	Rs. 2 ,000/- per vehicle per month of non-submission	Must be verified and signed daily by MEPCO concerned officer.
8.	Delay in vehicle Complaint Resolution (Beyond 24 hours)	Rs. 3,000/- per complaint	Incudes vehicle faults, documentation issues, or conduct-related matters.
9.	Tampering with Logbook, GPS, or Misreporting usage	Rs. 5,000/- per verified instance + vendor warning.	Subject to inspection / audit by MEPCO officers / officials.
10.	Violation of Traffic Rules Resulting in Challan	As per govt. policy	Vender shall be fully responsible for fines, penalties or impoundments etc.

6. **Dispute & Reconciliations**
   - In case of any discrepancy in the invoice or logbook entries, MEPCO shall inform the vendor and the vendor shall resolve the issue promptly within 07 days.

7. Requirements

7.1 Vehicle Requirements:

- Utility Vehicles (Single Cabin) must not be more than 05 years old, at the time of induction and such vehicles will not be used beyond further 05 years (i.e vehicle beyond ten years old will not be deployed).
- Double Cabin and Car, must not be more than 02 years old, at the time of induction and such vehicles will not be used beyond further 03 years.
- All vehicles must be roadworthy, registered and comprehensively insured.

7.2 Driver Requirements:

- Valid LTV/HTV licenses with at least 3 years of driving experience.
- Drivers must carry valid CNIC, and be medically fit.
- Police verification / character certificate must be submitted for each driver.

7.3 Vendor Requirements:

- Must be a registered firm with NTN, GST / PST etc.
- Should have minimum 02 years of experience in providing vehicle rental or fleet services to public/private organizations. (Documentary evidence).

8. **Contract Tenure:**
   - The initial contract period shall be for three (03) years, which may be extended to another two (02) years, subject to satisfactory performance, evaluation reports and approval by competent authority.

Detailed Information Regarding Outsourcing of utility Vehicles

Sr. No.	Type of Vehicle	Engine Capacity	Loading Capacity	Deck Size	Fuel Average	Quantity	Duty Location
1	Utility Vehicle	2700 cc ±10%	Min. 1.0 Ton	Min. Length 09 Feet	Minimum 10 Km/Liter	29 Nos.	In the jurisdiction/service area of (OP) Circles Multan & DG Khan: ❖ **16 Nos. at Multan (OP) Circle (Multan)** ❖ **03 Nos. at Shujabad (OP) Division:** ➢ 01 at Sikandarabad (OP) Sub Division (Shujabad) ➢ 01 at Jalal Pur Pirwala (OP) Sub Division (Jalal Pur) ➢ 01 at Ali Pur Sadaat (OP) subdivision (Jalal Pur) ❖ **03 Nos. at Kot Chutta (OP) Division:** ➢ 01 at Kot Chutta I (OP) Sub Division (Kot Chutta) ➢ 01 at Kot Chutta II (OP) Sub Division (Kot Chutta) ➢ 01 at Sangam (OP) Sub Division (DG Khan) ❖ **03 Nos. at Jampur (OP) Division:** ➢ 01 at Gulshanabad (OP) Sub Division (Jampur) ➢ 01 at Dajal (OP) Sub Division (Dajal) ➢ 01 at Muhammad Pur (OP) Sub Division (Muhammad Pur) ❖ **04 Nos. at DG Khan (OP) Division:** ➢ 01 at D.G. Khan-II (OP) Sub Division (DG Khan) ➢ 01 at Fort Munro (OP) Sub Division (Fort Munro)

							➢ 01 at Quetta Road (OP) Sub Division (DG Khan) ➢ 01 at Shah Sadar Din (OP) Sub Division (Shah Sadar Din)
2	Double Cabin (Automatic) (4x4)	1900 cc to 3000 cc	-	-	Minimum 10 Km/Liter	12 Nos.	❖ 03 Nos. at MEPCO H/Qs Multan ❖ 01 No. at each MEPCO (OP) Circle Office i.e. Multan, Bahawalpur, Bahawalnagar, Muzaffargarh, Vehari, DG Khan, R.Y. Khan, Sahiwal & Khanewal
3	Sedan Car (Automatic)	1400 cc ±10%	-	-	Minimum 12 Km/Liter	9 Nos.	At MEPCO H/Qs Multan

SECTION VI: BIDS FORMS

Bids Forms
Bids Submission Sheet

Date:

Contract No.: _____

To: __
We, the undersigned, declare that:

(a) We have examined and have no reservations to the bidding document, including Addenda No.:_____;

(b) We offer to provide the requited Services in conformity with the bidding document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services: _____;

(c) Our Bids shall be valid for a period of_____days from the date fixed for the Bids submission deadline in accordance with the bidding document, andit shall remain binding upon us and may be accepted at any time before the expiration ofthat period;

(d) If our Bids is accepted, we commit to submit a Performance Guarantee in the amount of____ Percent of the Contract Price for the due performance of the Contract;

(e) The rates quoted by us are fixed and valid for _____ and binding upon us for the entire period of the contract and period of extension.

(f) We are not participating, as Bidders, in more than one Bids in this Bidding process, other than alternative offers in accordance with the bidding document;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, have not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan or international financial organization/ foreign country.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bids for and on behalf of _____

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert Name and Address of Procuring agency]*

Date: *[insert date]*

Bid Security No.: *[insert number]*

We have been informed that ***[insert name of the Service provider]*** (hereinafter called "the Service Provider") has submitted to you its Bids dated ***[insert date]*** (hereinafter called "the Bids") for the execution of ***[insert name of contract]***.

Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

At the request of the Biddeer, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures][insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bids conditions, because the Service Provider :

(a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Forms of Bid; or

(b) having been notified of the acceptance of its Bid by the *Procuring agency* during the period of Bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Service Provider, upon our receipt of copies of the contract signed by the Bidder and the Performance Guarantee issued to you upon the instruction of the Service Provider; and (b) if the Bidder is not the successful Service Provider, upon the earlier of

(i) our receipt of a copy your notification to the Bidder of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's Bids.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name _____

In the capacity of _____

Signed _____

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

Date_____

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

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

To: *[complete name of Procuring Agency]*

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:

(a) have withdrawn our Bid during the period of Bid validity specified in the Bid Submission Sheet/Letter of Bid or

(b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

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 days after the expiration of our Bid.

Name of the Bidder*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder**
_____

Title of the person signing the Bid_____

Signature of the person named above_____
Date signed _____ day of _____,
_____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

To: *[name and address of the Supplier/Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority],* to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 35.**

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

QUALIFICATION INFRORMATION FORM

Bidder's name [insert full name]
In case of Joint Venture (JV), name of each member: [insert full name of each member in JV]
Bidder's actual or intended country of registration: [indicate country of Constitution]
Bidder's actual or intended year of incorporation: [indicate year of Constitution]
Bidder's legal address [in country of registration]: [insert street/ number/ town or city/ country]
Bidder's authorized representative information Name: [insert full name]
Address: [insert street/ number/ town or city/ country]
Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]
E-mail address: [indicate e-mail address]
Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITBs.
In case of JV, letter of intent to form JV or JV agreement, in accordance with the ITBs

Financial Bids Forms

Financial Bids Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sir:

We, the undersigned, offer to provide the non-consultancy Services s for [Insert title of assignment] in accordance with your Request for Bids dated [Insert Date]

Our attached Financial Bids is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all applicable taxes.*

Our Financial Bids shall be fixed and remain valid for the duration of the contract and extension period of the contract

We understand you are not bound to accept any Bids you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
E-mail:_____

PRICE SCHEDULE (FINANCIAL BID)

Name of Bidder_____

Tender No.	Lot. No.	Description	Total Number of Vehicles (Nos.)	Rate per vehicle /month (Rs.) (Without Tax)	Total Amount of All Vehicles/month (Rs.) (Without Tax)
T- 232/26	I	Utility Vehicle (Single Cabin)	29		
	II	Double cabin (4x4) (Automatic	12		
	III	Sedan Car (Automatic)	09		

Note:

- Bidder can quote against single or more lots.
- The quoted rate shall be inclusive of all costs related to vehicle provision, driver salary, maintenance, and any other operational expenses, excluding applicable taxes.
- The initial contract period shall be for three (03) years, which may be extended to another two (02) years, subject to satisfactory performance, evaluation reports and approval by competent authority.

SECTION VII: GENERAL CONDITIONS OF CONTRACT

General Conditions of the 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 Contract" means an agreement enforceable by law; (c) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations; (d) "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid; (e) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract; (f) "GCC" means the General Conditions of Contract containedin this section; (g) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; (h) "Day" means calendar day unless indicated otherwise; (i) "Effective Date" means the date on which this Contract comes into force and effect; (j) "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency; (k) "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications; (l) "Government" means the Government of Pakistan; (m) "Local Currency" means the currency of Pakistan; (n) "In Writing" means communicated in written form with proof of receipt;

	(o) "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency; (p) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency; (q) "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them; (r) "Service" means any object of procurement other than goods or works; (s) "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.
2. Applicable Law	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.
5. Location	5.1 The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**
6.Authorized Representatives / Authority of Member in charge	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

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

7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**
8. Commencement of Services	8.1 The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. Program schedule	9.1 Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
10. Starting Date/Expiration Date	10.1 The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.** 10.2 Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**
11. Entire Agreement	11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
12. Modification	12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party. 12.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.
13. Force Majeure	13.1 **Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. 13.2 **No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. 13.3 **Extension of Time** Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. 13.4 **Payments**

	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
14. Termination	14.1 **By the Procuring Agency** The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension; (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; 14.2 **By the Contractor** The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (a) If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue; (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (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 Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General	15.1 **Standard of Performance** i. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties; ii. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services. 15.2 **Law Applicable to Services** The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.
16. Conflict of Interests	16.1 **Contractor Not to Benefit from Commissions and Discounts** The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration. 16.2 **Contractor and Affiliates Not to be Otherwise Interested in Project** The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any

	continuation thereof) for any project resulting from or closely related to the Services. 16.3 **Prohibition of Conflicting Activities** Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: (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 Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the **SCC.**
17. Insurance to be Taken Out by the Contractor	17.1 The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
18. Contractor's Actions Requiring Procuring Agency's Prior Approval	18.1 The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions: (a) appointing such members of the Personnel not provided by the Contractor; (b) changing the Program of activities; and (c) any other action that may be specified in the **SCC.**
19. Reporting Obligations	19.1 The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.
20. Liquidated Damages	20.1 **Payments of Liquidated Damages** The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may

	deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. 20.2 **Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.** 20.3 **Lack of performance penalty** If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor
21. Performance Guarantee	21.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.** 21.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 21.2 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**. 21.3 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.**
22. Sustainable Procurement	22.1 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. Description of Personnel	23.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the

	Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.
24. Removal and / or Replacement of Personnel	24.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications. 24.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency. 24.3 The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law	25.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**
26. Services and Facilities	26.1 The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference. 26.2 In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price	27.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.
28. Terms and Conditions of Payment	28.1 Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor. 28.2 Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.
29. Quality Control Identifying Defects	29.1 The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.
30. Correction of Defects, and Lack of Performance Penalty	30.1 The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected. 30.2 Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice. 30.3 If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.
31. Settlement of Disputes Amicable Settlement	31.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
32. Dispute Settlement	**Arbitration** 32.1 If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence,

	validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party. 32.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. 32.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	**Applicable/Governing Law:** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
GCC 3	**Language:** The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**
GCC 4	**Notices:** **The addresses for the notices are:** The Procuring Agency: Multan Electric Power Company Ltd. The Contractor/ Service Provider: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 6.1	**The Authorized Representatives are:** **For the Procuring Agency:** **Name: Muhammad Hassnain Shakeel** **Designation: Director Procurement Dist MEPCO** **Address: MEPCO HQ Khanewal Road. Multan** **For the Contractor:** **Name: ……** **Designation: ……..** **Address: ……..**
GCC 7	**Effectiveness of the contract** The Contractor/Bidder shall be effective from the date of signature of the Contract by both parties
GCC 8	**Commencement of Services:** The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.
GCC 10.2	**Expiration of Contract:** The initial contract period shall be for three (03) years, which may be extended to another two (02) years, subject to satisfactory performance, evaluation reports & approval by competent authority.

GCC 14	**Termination:** In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Non-Consultancy Services till the time of alternate arrangements.
GCC 16	**Conflict of Interest:** The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC 17**.**
GCC 20	**Liquidated Damages:** If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the procuring agency as Liquidated Damages at a rate of **0.1%** to **10%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.
GCC 21	**Performance Guarantee:** The amount of performance guarantee shall be 05% of Contract Value including GST) in the form (*CDR/Bank Guarantee)* in favor of the (*CEO MEPCO)* shall be provided by the contractor before signing of contract agreement
GCC 28	**Payment terms:** • Monthly payments will be made to vendor against verified invoices by concerned DDO submitted along with daily log books signed by concerned MEPCO officers. • No advance shall be made. • Applicable taxes / dues shall be deducted as per government rules (Federal, Provincial & District Government) • Monthly invoices generated by the outsourced company / vendor shall be verified by the concerned officer using the vehicle at the location where the vehicles are deployed and duly verified and approved by the respective DDO. Thereafter, the bills shall be submitted to Director (Transport), who shall forward a consolidated bill to Finance Directorate for pre-audit and payment.

GCC 29	**Identifying Defects:** The procuring agency reserves the right at any time to inspect the premises of the contractor to inspect arrangements for the services and monitor the services being provided.
GCC 31	**Guidance for Dispute Resolution:** i. If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days

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

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

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

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

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

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

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of _____20_____ between *Insert the name of the Procuring agency* (hereinafter called "the Procuring Agency") of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of Non-Consultancy Services, viz., *[brief description of services]* and has accepted a Bids by the Bidder for the provision of Non-Consultancy Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

   (a) This form of Contract;
   (b) the Form of Bids and the Price Schedule submitted by the Contractor;
   (c) the Schedule of Requirements;
   (d) the Technical Specifications;
   (e) the Special Conditions of Contract;
   (f) the General Conditions of the Contract;
   (g) the Procuring Agency's Letter of Acceptance; and
   (h) [*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 Non-Consultancy Services 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 Non-Consultancy Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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 Contractor:
……

Performance Guarantee Form

To: *[name of Procuring Agency]*

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

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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}

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE CLOUD CONTRACTORS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

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

[Name of Contractor] 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 Contractor] 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, 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 Contractor] 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 Contractor] 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 Contractor] 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 Contractor] 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.

_____	_____
[Contractor]	[Buyer/Procuring Agency]