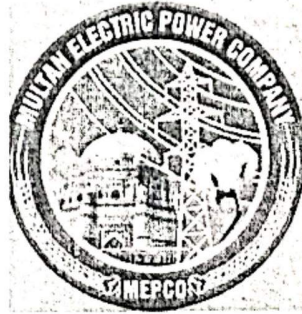


BIDDING DOCUMENTS

TENDER NO. 01
REQUEST FOR PROPOSAL

TO

CARRY OUT THE INCOME TAX/SALES TAX
COMPLIANCE, CONSULTANCY & ADVISORY
SERVICES (FBR & PRA) FOR MEPCO FOR F.Y
2026-27



Manager Finance (CP&C)
MEPCO, Ltd. Multan

MULTAN ELECTRIC POWER COMPANY LIMITED
(MEPCO) COMPLEX, KHANEWAL ROAD, MULTAN.

INVITATION FOR BIDS

Multan Electric Power Company Limited (MEPCO) invites sealed bids from Tax Consultancy Firms registered with FBR (Income Tax and Sales Tax Departments)/ PRA, for the period July, 2026 to June, 2027.

Tender No.	Scope of Work	Date & Time	
		Submission of Bids	Opening of Bids
01	To carry out the tax related compliance, consultancy and Advisory work in all respect i.e. dealing with all tax matters Income/Withholding Tax, Sales Tax & Provincial Sales Tax (PST) upto Alternate Dispute Resolution Committee (ADRC) & Appellate Tribunal Inland Revenue (ATIR) level Representation before High Court, FBR & Ministry of Energy (Power Division) Government of Pakistan (As required).	08-06-2026 (11.00 AM)	08-06-2026 (11.30 AM)

Bidding documents, containing detailed scope of work, terms and conditions, method of procurement, procedure for submission of bids, bid security, performance security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids etc., are available for the interested bidders at office of the, Chief Financial Officer, MEPCO Ltd. Multan, MEPCO Complex, Khanewal Road, Multan. Price of bidding documents is Rs.1,000/-(non-refundable).

The bids, prepared in accordance with the instruction in the bidding documents, must reach at office of the Chief Financial Officer, MEPCO Ltd., MEPCO Complex, Khanewal Road, Multan on or before above mentioned closing date & time. This advertisement is also available on PPRA website at www.ppra.org.pk.

**Mian Ansar Mahmood
Chief Financial Officer
MEPCO Ltd Multan
Tel.No.061-9220117**



MULTAN ELECTRIC POWER COMPANY
LIMITED
MEPCO Complex, Khanewal
Road, Multan
Phone#9220117 Fax #9220116

FINANCIAL PROPOSAL FOR TENDER NO.01/ MEPCO

Due by **11:00 AM** on **08-06-2026**

Tender shall remain valid for 120 days after opening date.

Chief Financial Officer,
MEPCO Ltd, Multan.

Name of Bidder _____

Sr. No	Job Description	Total Price in PKR (w/o GST / PST)
1	To carry out the tax related compliance, consultancy and Advisory work in all respect i.e. Dealing with all tax matters Income/Withholding Tax, Sales Tax & Provincial Sales Tax (PST) upto Alternate Dispute Resolution Committee (ADRC) & Appellate Tribunal Inland Revenue (ATIR) level Representation before High Court, FBR & Ministry of Energy (Power Division) Government of Pakistan (As required).	

Note:

1. This tender is governed by General Conditions of contract for purchase by WAPDA dated 12-08-1984 (amended to date) and latest purchase procedure PPR-2004 (amended to date).

**SIGNATURE OF BIDDER
ADDRESS WITH OFFICE
STAMP**



MULTAN ELECTRIC POWER COMPANY
LIMITED
Finance Director
MEPCO Complex, Khanewal Road,
Multan

TECHNICAL PROPOSAL FOR TENDER NO. 01 /MEPCO

Due by **11:00 AM** on **08-06-2026**

Tender will be opened at **11:30 AM** on **08-06-2026**.

Tender shall remain valid for **120 days** after opening date.

Chief Financial Officer,
MEPCO Ltd, Multan.

Name of Bidder _____

Sr. No.	Job Description
1	To carry out the tax related compliance, consultancy and Advisory work in all respect i.e. Dealing with all tax matters Income/Withholding Tax, Sales Tax & Provincial Sales Tax (PST) upto Alternate Dispute Resolution Committee (ADRC) & Appellate Tribunal Inland Revenue (ATIR) level alongwith Representation before High Court, FBR & Ministry of Energy (Power Division) Government of Pakistan (As required).

Note:

1. This tender is governed by General Conditions of contract for purchase by WAPDA dated 12-08-1984 (amended to date) and latest purchase procedure PPRA-2004 amended to date.
2. No information regarding quoted bid price shall be attached with the technical bid.

**SIGNATURE OF BIDDER
ADDRESS WITH OFFICE
STAMP**

1. ELIGIBILITY OF FIRM TO QUALIFY TECHNICAL REQUIREMENTS:

The bidder firms meeting the following criteria shall qualify for opening of their financial proposal.

- a. Registered Consultancy Firm should be appearing in "Category" A on panel of firms maintained by State Bank of Pakistan (SBP), with at least 10 number of Partners in Pakistan. Firms with respective office in Multan will be given preference.
- b. The firm has Independent Tax Department fully equipped with relevant expertise;
- c. The firm has relevant experience to deal with tax matters of Power Sector Entities including DISCOs, GENCOs, NTDC having Annual Turnover of more than Rs.100 billion, for more than 5 years.
- d. The firm has overall experience of more than 10 years in dealing with tax matters upto ATIR level.

2. SCOPE OF WORK

The scope of work would mainly include the following:

❖ **Sales Tax & Income Tax Compliance Work (Under Sales Tax Act 1990, PST Act 2012 & Income Tax Ordinance 2001)**

- a. Preparation and submission of annual Income Tax Return as required under ITO, 2001 along with review of the accounts, advising MEPCO on the contentious issues and any possible remedial course of action available for MEPCO.
- b. Liaison/ Coordination with LTO/FBR/PRA & ADRC regarding e-filing of various tax returns as and when required.
- c. While providing the services, the engaged firm will be acting as Tax Advisor of MEPCO. The firm will be responsible to update & communicate any change in tax law(s) relevant to the company (MEPCO) w.r.t. tax liability as well as withholding agent role, enabling MEPCO to discharge its legal obligation properly & timely.
- d. Preparation and submission of Monthly GST Returns and to deals with

allied issues/working.

Assignments pursuant to the tax audit:

- Review & compliance of notices issued under Sales Tax Act, 1990, Provincial Sales Tax Act, 2012 and Income Tax Ordinance, 2001 issued by the tax authorities, coordination with MEPCO's personnel and replying to the notices towards requirements of tax audit.
- Representations before Tax Authorities on behalf of MEPCO.
- Representations before Commissioner (Appeals) and Appellate Tribunal on behalf of MEPCO.
- Any other proceedings initiated by Tax Authorities under Sales Tax Act, 1990, Provincial Sales Tax Act, 2012 and Income Tax Ordinance, 2001.
- To ensure obtaining stay order against demands upto ATIR level, if required against subject Authorities i.e FBR & PRA.

Moreover, the firm may be required to represent MEPCO before High Court and Ministry of Energy (Power Division) GoP, for the resolution of Tax issues in the best interest of MEPCO.

3. BIDDING / EVALUATION PROCEDURES

- **Method of Procurement:** Single stage two envelope procedure as per PPRA Clause-36(b) technical and financial bids shall be adopted
 - i) The bid shall comprise a single package containing two separate envelopes. Each envelop shall contain separately the financial proposal and the technical proposal.
 - ii) The envelopes shall be marked as" FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
 - iii) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.

- iv) The envelop marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.
- v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
- vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non- responsive shall be returned un-opened to the respective bidders.
- viii) The firms shall be accepted for award on the basis of qualifying technical criteria and having the lowest evaluated bid.

4. GENERAL CONDITIONS

- a. The bid shall be quoted for successful completion of task as laid down under clause 2 of the bidding documents.
- b. The quoted prices, exclusive of applicable percentage of sales tax shall be firm & final and not subject to escalation for any reason whatsoever. The conditional prices shall not be accepted.
- c. The prices include the present duties, taxes. In case however the present duties and taxes are increased or new taxes / duties are imposed by the concerned Govt. during the currency of the contract, the same will be paid extra on production of documentary evidence. In the case of increase or decrease in duties / taxes by Govt. the price will

be increased/decreased accordingly.

- d. **Bid Bond / Security:** In order to be considered, the tender must be accompanied by bid security not less than 2% of the total amount quoted by a bidder valid for 120-days after the date of tender opening in the form of Bank Draft or Pay Order drawn on a schedule Bank of Pakistan or in lieu thereof a Bank / Bid Guarantee issued by a Schedule Bank of Pakistan on the specified Performa. However, procuring agency may request to bidder for further extension of bid validity without any change in rate, terms and conditions of the bidding documents. In case, the tenderer withdraws its tender / offer during the period of tender validity or successful tenderer fails to furnish the required Performance Bond / Security or sign the Contract. Agreement/ Acknowledgment of the Purchase Order, the amount of Bid Bond / Tender Security will be forfeited in favour of MEPCO. The Bid Security from any Insurance Company will not be acceptable in any case and Bid will be liable for rejection.
- e. **Performance Bond / Security:** Successful bidder will have to submit a Performance Bond / Security in the shape of Bank Draft / Bank Guarantee from a Scheduled Bank of Pakistan on the prescribed form (valid for 12-months from the end of services) equal to 5% of the total value of contract (inclusive of amount of PST) within 7-days from the date of issue of LOI alongwith accepted original LOI before formal award letter.

Sr. #	Criteria	Total Marks	Range of Criteria	Marks
1	Experience in providing tax services to Power Distribution Companies having Annual Turnover greater than Rs. 200/- billion	20	2 or more companies (5 Years)	20
			1 Company (5 Years)	15
2	Experience in providing tax services to Power Distribution Companies (No. of Years)	20	Above 10 Years	20
			5 to 10 Years	15
			2 to 5 Years	10
3	Experience of providing Tax Services to listed Companies in last 5 Years (No. of engagement each year)	20	5 or more clients	20
			1 to 4 clients	5
4	Number of Partners	20	10 or more	20
			5 to 9	15
			Less than 5	10
5	The firm has Established Office in Multan city with dedicated Tax professional team at local level	05	Yes available	05
			Not available	0
6	Team Members/Employees for Taxation Matters.	15	Above 15	15
			13 to 15 Above	12
			10 to 12 Above	10
			Less than 10	0

*Experience certificates in support of service claim are mandatory.

The firm getting maximum weightage average marks in total out of (Technical 70% weightage and financial 30% weightage) will be considered for engagement as tax consultant.

a) Technical Evaluation Criteria

The marks obtained by each technically responsive firm in technical evaluation will be weighted @ 70% in the overall weighted average marks.

b) Financial Evaluation Criteria

The Financial Proposal of the firm having lowest quoted price will be awarded full weighted financial marks i.e. 30. The formula for determining the weight of financial marks for remaining firm is as under:

$$WFM = FM * 30 / F$$

Where, WFM is weighted financial marks of proposal under consideration, FM is lowest price and F is the price under consideration.

C) Weighted Average Marks:

The weighted average marks of technical and financial proposal of each bidder will be added and engagement will be awarded to the most advantageous bidder having highest weighted average marks in total.

- ii)** Any wrong information or misstatement of facts will be a ground for rejection of the bid.
- iii)** Any deviations from tender requirements shall be liable for the rejection of bid.
- iv)** Arithmetical errors will be rectified on the following basis:
 - If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail.
 - If there is a discrepancy between the total tender price entered in Form of Tender and the total shown in Schedule of Prices, the amount stated in the Form of Tender will be corrected by the Purchaser in accordance with the corrected Schedule of Prices.
 - If the Tenderer does not accept the corrected amount of Tender, his Tender will be rejected and his Tender Security forfeited.
 - Tenders indicating the delivery beyond date specified in Tender Schedule will be declared non-responsive.
 - The bidder must be registered with Income Tax and Sales Tax Departments / Punjab Revenue Authority.

5. SPECIAL CONDITIONS

- a. A flat fixed monthly / annual rate is required to be quoted by the interested bidders.
- b. Conditional Bids / Rates will not be entertained / accepted.
- c. Bid submission / tender opening date & timings shall be observed strictly.
- d. The bidder will have to submit the requisite Certificate duly filled in, regarding the Declaration of Fees, Commission & Brokerage etc. paid by you about Goods, Services & Works.
- e. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules instructions.
- f. In case of holiday announced by the Govt. of Pakistan, strike in MEPCO or any other reasons whatsoever due to which this office remains closed on the above scheduled tender opening date, the tender will be opened on next working day at same time and place / venue.

6. DELIVERY PERIOD

Service provider will be responsible for readiness of service provision for one year which would be extendable for three years with mutual consent of both parties, on similar terms and conditions subject to satisfactory performance.

7. BID MAY BE REJECTED FORTHWITH IF

- a. The bidder submits substantially incomplete bid or only the copies of the bid.
- b. The bid is submitted on other than the prescribed form.
- c. The bid is illegible in any material, part or contains alterations, additions, deletions, erasers or other irregularities.
- d. Submitted by a bidder who has previously failed to perform properly works of similar nature.
- e. Bid is in some way connected with bids submitted under names different from his own.

f.

8-PERFORMANCE EVALUATION

A monthly review meeting shall be held with the Finance Director, MEPCO with the tax consultancy firm to whom the tender is awarded to discuss the status of tax issues in order to develop the strategy for resolution.

9-PAYMENTCLAUSE

The payment will be made through cross cheque directly by Finance Director MEPCO Limited Multan on presentation of following documents as per terms& conditions mentioned below.

- g. Quarterly invoice will be presented for payment on completion of quarter, subject to the verification and approval by the Manager CPC / Dy. Manager (Tax).
- h. Copy of General Sales Tax / Excise Duty invoice.
- i. Confirmation letter of acceptance of Performance Security by the Finance Director, MEPCO.
- j. Withholding Taxes & GST / PST amount will be deducted at the time of making payment as per PRA / FBR rules, wherever required.
- k. The consultancy firm in its invoices shall also give an undertaking, in case of omission of any deductible amount; MEPCO's claim at any later stage (through pre-audit / post audit) shall be acceptable to them.
- l. If registered supplier is not in Active Taxpayer List (ATL), then the payment should be stopped till the filling of its mandatory returns and appears on Active Taxpayer List (ATL) of FBR.

10. MEPCO reserves right to accept or reject any tender and to annul the tender process and reject all tenders, at any time, prior to awarding of contract, without incurring any liability or obligation to inform to Tenderers.

11. Tenders submitted through FAX or E-mail shall not be considered. After opening the tender if it is established that the bidders have quoted a Single price then MEPCO reserves the right either to scrap the tender and invite fresh tender or to take any decision as deemed fit for MEPCO.

12. SUBMISSION OF BID

The complete offer in Triplicate (Original & Two Copies) should be filled as under:-

- i. The original Bid and other enclosed documents shall be typed or written in indelible Ink and shall be signed by the Bidder or a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the Bid.
- ii. The Bid shall contain no inter lineation's, erasures or over-writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- iii. The bidder shall clearly mention all information precisely regarding bid validity, delivery schedule, terms of payment and the schedule of technical data / Literature. Any incomplete information as required shall render the offer for rejection.
- iv. The tender prepared by the tenderer and all correspondences and documents relating to the tender shall be written in English Language.
- v. No tender may be modified by a tenderer after dead-line for submission of tender.

13. SEALING & MARKING OF BIDS

- i. The bidder shall seal the original and each copy of the bid in an inner envelope, duly marking the envelope as "Original" or "Copy". The inner envelope shall then be enclosed in an outer envelope. In the event of discrepancy between them the original shall prevail.

- ii. The Inner and outer envelopes shall be:
 - a) Addressed to the purchaser at the following address.
"O/o The Finance Director MEPCO Limited, MEPCO Complex,
Khanewal Road, Multan."
 - b) Tender No. (Tender No.) and the words "DO NOT OPEN BEFORE (Opening Time) on (Opening Date) " shall be written on them.
 - c) In addition to above, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned un opened in case it is declared " **Late**".
- iii. If the outer envelope is not sealed and marked, the purchaser will assume no responsibility for the bid's misplacement or its pre mature Opening.

14. LATE BID

Bidder will himself be responsible for ensuring that his bid is submitted in accordance with the instructions stated herein. Any bid not submitted by the deadline prescribed for submission of Bids will not be considered even if it becomes late as a result of circumstances beyond the Bidder's control. Any tender received by the purchaser after the date and time of tender opening, it will be returned un-opened to such tenderer.

15. CLARIFICATIONS / AMENDMENT OF BIDSCHEDULE

- i- At any time prior to the deadline for submission of Bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.
- ii- The prospective Tenderers requiring any clarification(s) in respect of tender documents may notify the purchaser i.e. the Finance

Director MEPCO Ltd. Multan in writing or by mail or FAX at the mailing address of said office. Purchaser will examine the request for clarification of the Tender Documents which it receives not later than 10-days prior to the dead-line for the submission of tenders and if needed will issue the clarification / amendment of the Tender Documents at-least 7-days before the date of submission of Tenders (without identifying the source of enquiry) to all prospective tenderers who have purchased the Tender Documents.

- iii- The amendment will be notified in writing or by mail or Fax to all prospective Bidders who have received the Bid schedule/Bidding documents and will be binding on them.
- iv- In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, the purchaser may at its discretion extend the deadline for the submission of Bids.

16. RESPONSIBILITY FOR EXECUTING THE CONTRACT:

The successful bidder shall be entirely responsible for the successful execution of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

17. DOCUMENTS / SAMPLES / CERTIFICATES TO BE SUBMITTED ALONGWITH THE BID:

- i) **Certificate** that General Conditions of Contract for purchases by WAPDA dated 12/08/1984 amended up to date and latest purchase procedure are acceptable to the bidder and are hereby agreed to by the bidder.
- ii) **Certificate** that the services offered are in accordance with the latest WAPDA / PEPCO / Tender Specifications (amended to date).
- iii) **Bid Security** of an amount not less than 2% of the total value of tender issued by a Scheduled Bank of Pakistan. (or as applicable if specified in the special condition above).
- iv) **Copy of certificate of registration** with Sales Tax Department along with necessary undertaking that the name of your firm exists on active taxpayer list of FBR.
- v) **Deposit receipt** of tender fee in original.
- vi) **Declaration** of fees, commission and brokerage etc. payable by the suppliers of goods, services and works in contracts worth Rs. 10 Million or more.

**SIGNATURE OF BIDDER
ADDRESS WITH OFFICE
STAMP**

To Whom It May Concern

- i. It is certified that General Conditions of Contract for procurements by PEPCO I WAPDA dated 12/08/1984 amended up to date and latest purchase procedure PPRA-2004 (amended to date) are acceptable *I* agreed.
- ii. Certified that the services offered are in accordance with the latest WAPDA / PEPCO / Tender Specifications (amended to date).

**SIGNATURE OF BIDDERS
ADDRESS WITH OFFICE STAMP**

Annexure-A

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

Contract Number _____

Dated:-----

Contract Value: _____

Contract Title _____

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

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

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

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

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

(Buyer)

(Seller/Supplier)

FORM OF TENDER SECURITY (Bank Guarantee)

Guarantee No. Executed on Expiry Date

Letter by the Guarantor to the Purchaser. Name of Guarantor (Bank) with address: Name of Principal (Tenderer) with address: Penal Sum of Security(express in words and figures): Tender Reference No. Date of Tender

KNOW ALL MEN BY THE SEPRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the (hereinafter called the "Purchaser") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for (Particulars of Tender) to the said Purchaser; and

WHERE AS, the Purchase the required as a condition for consider in a said Tender that the Principal furnish a Tender Security in the above said sum to the Purchaser, conditioned asunder:

- (1) that the Tender Security shall remain valid for a period of ___days after tender opening date. (2) that in the event of; a) the Tenderer withdraws his Tender during the period of validity of Tender, or b) the Tenderer does not accept the correction of his Tender Price. c) failure of the successful tender to i. furnish the required Performance Security. ii. sign the proposed Contract Agreement/ Acceptance of P.O.

Then the entries may be paid immediately to the said Purchaser as Liqui dated Damage sand not as penalty for the successful tenderer's failure toper form.

PROVIDED THAT the Guarantor shall forthwith pay to the Purchaser the said sum stated above upon first written demand of the Purchaser without cavil or argument and without requiring the Purchaser to prove or to show grounds or reasons for such demand notice of which shall be sent by the Purchaser by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal has duly performed his obligation to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Guarantor (Bank)

Witness: 1. Signature 2. Name 3. Title (Corporate Secretary (Seal) 2. (Name, Title&Address) (Seal) (Corporate Guarantor(Seal)

**FORM OF PERFORMANCE
SECURITY
(Bank Guarantee)**

Annexure-C

Letter by the Guarantor to the Purchaser.

Guarantee No. _____
Executed on _____
Expiry Date _____

Name of Guarantor (Bank)with address: _____
Name of Principal(Tenderer)with address: _____
Penal Sum of Security (express in words and figures): _____
L.O.I/Contract No. _____ Dated _____
Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender Documents and above said Letter of Acceptance (here in after called the Documents) and at the requires to the said Principal, we the Guarantor above-name dare held and firmly bound to the _____ (hereinaft or called the " Purchaser")in the sum of the amount stated above, for the payment of which sum well and truly to be made, web in dour selves, our theirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Letter of Acceptance for _____ (name of Contract) are the _____ (Name of Project)

NOW WHERE AS, if the Principal (Contractor) shall well and truly perform and fulfill all the under takings, covenants, terms and conditions of the said Documents during the original terms of the Said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being here by waived, then, this obligation to be null and void; otherwise to remain in full force and effect till _____ (Date).

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Purchaser's designated Bank & Account Number i.e

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligation under the Contract or has defaulted in fulfilling said obligation and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed this Performance Guarantee under its seal on the date indicated above, then amend corporate seal of the Guarantor being here to affixed and the represents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Guarantor (Bank))

Witness: **1. Signature** _____

1. _____ **2. Name.** _____

(Corporate Secretary (Seal)) **3. Title.** _____

2. _____

(Name, Title & Address) (Corporate Guarantor)
(Seal) (Seal)