Standard Bidding Document

(51/27) Procurement of AMR Three Phase HT/LT Energy Meters (Bi-Directional)
(Goods)

National

Single Stage-One Envelope

July 23, 2026

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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**(51/27) Procurement of AMR Three Phase HT/LT Energy Meters (Bi-Directional)**" with the reference of **"P66068"**

2. The **Multan Electric Power Company (MEPCO) (Multan Electric Power Company (MEPCO))** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/66068** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Tuesday, August 18, 2026 11:00 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Tuesday, August 18, 2026 11:30 AM**. Manual submission of

Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

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

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods 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**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

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

3. Eligible Bidders

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

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

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

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

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

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

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

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

2. have controlling shareholders in common; or

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

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

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

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

3.7 A Bidder may be ineligible if –

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

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

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

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

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

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

4. Eligible Goods and Related Services

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

5. One Bid per Bidder

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

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

6. Cost of Bidding

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

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

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

8. Clarification of Bidding documents

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

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

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

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

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

9. Amendment of Bidding documents

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

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

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

9.4 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through **EPADS v2.0**:

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

C. Preparation of Bids

10. Language of Bid

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

11. Documents and samples Constituting the Bid

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

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

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

2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18.**

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

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

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

14. Form of Bids

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

15. Bids Prices

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

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

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

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

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

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30 (2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

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

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

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

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

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

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

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

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

a. the expiry of the Bid Security;

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

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

d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

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

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

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or

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

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

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

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

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

23. Opening of Bids

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

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

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

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

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

24. Clarification of Bids

24.1 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.

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

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

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

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

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

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

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

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

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

26.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 25.2,** it shall reject the Bid.

27. Correction of Errors

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

1. if there is a discrepancy between unit 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;

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

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

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

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

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids 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 documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

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

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

3. Quality Based Selection (QBS)
Atter meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

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

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

31. Determination of Successful Bid

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

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

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

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

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

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

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

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

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

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

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

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

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

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

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

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

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35 of the Public Procurement Rules, 2004.

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

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

38. Signing of Contract

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

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

39.1 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.

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

Bid Data Sheet

Bids Data Sheet (BDS)

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

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

A. Introduction

BDS Clause Number 1
ITB Number 1.1

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

The subject of procurement is: **(51/27) Procurement of AMR Three Phase HT/LT Energy Meters (Bi-Directional)**

Expected commencement date: **Tuesday, September 29, 2026**

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P66068**

BDS Clause Number 3
ITB Clause Number 3.1

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4
ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Tuesday, August 4, 2026
Pre-Bid Meeting: Wednesday, August 5, 2026 03:00 PM
Venue: Office of the Director Procurement Distribution MEPCO HQ Multan

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

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

List of documents required along with the bid:

1. Following documents must be included with the Bid a. Letter of Bid submission b. Bidder Information Form c. Delivery and Completion Schedule d. Integrity Pact e. From of Pending Litigation f. Manufacturer's Authorization g. Form of Bid Security (Bid Bond) h. Bidder`s/ Manufacturer`s experience of supply record i. Price Schedule form. k. Valid Prototype Approval of offered mater l. Financial Data m. Annual Turnover Data

2. Other procurement specific documentation Requirements are: 1. In case the prototype approval is expired on the tender opening date then bidder/manufacturer must have applied for renewal in the office of Chief Engineer (S&S) Design NTDC before opening of the tender. Proof must be attached with the bid.

BDS Clause Number 6
ITB Number 11.1
Items/Lots and threre related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

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

BDS Clause Number 10
ITB Number 17.1

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

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft**

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

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

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

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

The deadline for Bids submission is: **Tuesday, August 18, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

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

Day *: **Tuesday***

Date: ***Tuesday, August 18, 2026***

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

BDS Clause Number 14
ITB Number 31.1

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

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

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

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

Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	
NGO / NPO	
IGO	

Eligibility Criteria	Document

The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: a)To be qualified for award, the Bidder shall meet the experience, capability and adequacy of resources as per criteria delineated herein below:	Yes
1. Contractual Experience Criteria The Bidder /manufacturer must have supplied energy meters (Single Phase, Three Phase or both) to MEPCO/DISCOs against educational / regular P.O(s) successfully during last three years. Details in this regard should be submitted in the prescribed format given in standard forms of Bidding documents.	Yes
The Bidder shall submit with the bid evidence in this regard including inter alia copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.)	Yes
2. Manufacturing Experience Criteria The manufacturer must have at least 5 years manufacturing experience of energy meters (Single Phase, Three Phase or Both). Details in this regard should be submitted in the prescribed format given in standard forms of Bidding documents.	Yes
The Bidder/manufacturer shall attach with the bid, copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bill(s) of lading, inspection certificate(s) etc.), for the contract(s). The Bidder is required to include with its Bid, documentation from the manufacturer of the goods, that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid.	Yes
3. Financial Criteria of BidderThe Purchaser will take into account the following criteria to verify the financial qualification of the Bidder.i. The Bidder has an average annual, turnover in the last three years equal to or more than the bid price. The bidder’s net worth calculated as a difference between total assets and total liabilities must be positive for last three years and must be submitted with the bid Along with audited financial statements of last 3 years.	Yes
(Information to be submitted in standard forms of Bidding documents.	Yes

The above stated requirements are a minimum and the Purchaser reserves the right to request for any additional information. The Purchaser also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser the qualification details are incomplete, ambiguous or the Bidder is found not qualified to satisfactorily perform the Contract.	Yes
The bidder is required to include with its Bid, documentation from the manufacturer of the goods that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid	Yes

Evaluation Criteria

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

Least Cost Based Selection (LCBS)

Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Manufacturer / Dealer Authorization	Warranty
Procurement of AMR Three Phase HT/LT Energy Meters (Bi-Directional) Excluding tax	Power meters	**Address:** MEPCO Regional Store Multan **Schedule:** From Issuance of P.O 50% within 90 days Remaining 50% within 120 days **Quantity:** 2895/Qty	2895/Qty	1500000 PKR	Any	24 Months

Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: Procurement of AMR Three Phase HT/LT Energy Meters (Bi-Directional) Excluding tax

UNSPSC: Power meters

Specifications / Requirements:

Description	Specification
Bidirectional, HT/LT type, CT/PT operated AMR Smart energy meter, 3-Phase, 4 wire, 3-Elements, 3×63.5/110V, 3×230/400V, 5/10Amp, 50 Hz, having Accuracy Class 0.5s (kWh) & Accuracy Class 2.0 (kVArh), programmable multi-tariff- with PTA compliant 4G communication module, must be downward compatible to 2G without changing the SIM, for remote metering system. The backup battery must have minimum capacity of 2000mAh along with super capacitor. The MDC (driver) software must be certified on latest release of PITC-UDIL Version.	As per relevant NTDC Design & Standard DDS-50:2007, 98:2011, 110:2012 (all amended to date)

Description	Specification
1	General
1.1	All design, equipment, materials and workmanship shall comply with and be tested in accordance with requirements of the specifications. Equipment or parts which are not covered by the specifications shall comply with rules, codes and regulations of the international electro-technical commission or approved National Standards bodies.
1.2	The general inlet of these specifications is to require the supply of equipment and materials equal or superior to those actually described herein. Unless otherwise stated, reference to the brand or manufacture, if made is only for the sake of comparison as to type, design, character or quality of the equipment and material desired and shall not be interpreted as eliminating other equipment and material of equal performance, quality and durability.
1.3	The offered AMR energy meters data (through vendor’s MDC driver software) must be compliant to the latest Universal Data Integration Layer (UDIL), developed by PITC for multivendor interoperability, published at PITC website.
1.4	The LOI will be issued to most advantageous bidder. The successful bidder has to submit PITC UDIL compliance request and requirements for Tier-1 Certification to PITC within 14 days of issuance of LOI and obtain UDIL compliance Tier-1 certificate from PITC within 14 days as per PITC’s SOP for UDIL Compliance Testing (from the submission of compliance requirements for Tier-I (extendible if both parties agreed), on latest PITC version applicable at the time of issuance of LOI. The performance guarantee shall be submitted within 14 days of issuance of UDIL certificate from PITC for Tier-1, then P.O will be issued.

Description	Specification
The UDIL Compliance testing will comprise of two phases /Tiers as under:	
a) UDIL Compliance Testing Tier-1 Certificate:	
In this phase, the MDCs will be tested for UDIL compliance based on the request proforma submitted by the vendors and the additional checklist issued by MEPCO, derived from the PITC standard and duly vetted by PITC.	
After successful completion of UDIL Compliance testing Tier-1 certificate will be issued.	
b) UDIL Compliance Testing Tier-2 Certificate:	

Description	Specification
The Tier-2 Certificate shall be issued by a committee headed by the Director (Commercial), MEPCO, with the concerned Regional Manager (M&T) and Incharge AMI Cell serving as members. The certificate shall be issued, in consultation with PITC, after 80% of the meters have been installed and two successful billing cycles have been completed by MEPCO using the AMI solution.	
1.5	The communication module shall be 4G and must be downward compatible to 2G without changing the SIM for remote metering system (PTA Compliant).
1.6	The bidder must have valid prototype approval for the offered material with 4G module according to relevant DDS and IEC standards (all amended to date). The successful bidder shall submit 3 Nos samples for Prototype Approval on 4G communication Module in case valid Prototype Approval as per WAPDA/NTDC Specifications does not exist for the offered model/type. All tests shall be carried on the submitted prototype meters to ensure compliance to WAPDA/NTDC and IEC specs. Meters shall be subjected to all tests including type, routine and sample tests. Once approved such prototype approval shall be valid as per WAPDA /NTDC Specifications. (maximum three months shall be allowed to the successful bidder which may be extended with the approval of MEPCO)

Description	Specification
1.7	The supplied AMR meters will expose data and services as per specifications laid down in UDIL only. The meter will be created in respective vendors' driver software to expose data and services in compliance with UDIL document. All necessary features for billing and instantaneous data should be compliant in UDIL.
1.8	The successful bidder will ensure the appropriate security scheme implemented up to MDC. The bidder will be required to provide documents mentioning the mechanism for security of data from meter to MDC.
1.9	The successful bidder will be responsible for provision of functionality of software in the meter, security of software programming and re-programming in the field and will provide necessary backup warranty and training to officers/officials of MEPCO as recommended in the relevant clauses of NTDC specification DDS-60:2020 (amended to date). The bidder will also provide documents mentioning the mechanism for implementing security of software programming. Bidder will ensure that date/time of AMR meter will be synchronize with that of MDC and MDC date/time will be synchronized with Network Time Protocol (NTP). PITC will provide NTP server for synchronization of date/time of AMR meter with MDC.

Description	Specification
1.10	Successful bidder(s) is/are required to provide facility / gadget for data retrieval for downloading through meter optical port in case of damage of meter, LCD/ Display wash or any critical issue. In case of damage of meter, the security of EEPROM must be ensured and data should be readable from EEPROM. In this regard the bidder shall provide read only software on CD / DVD along with essential accessories to MEPCO M&T offices. Each AMR Energy Meter should have unique password. The list of meters along with their password should be provided to M&T offices.
1.11	The successful bidder will provide PC application for meter configuration and mapping along with training to personnel from MEPCO AMI cell and M&T for meter configuration and testing prior to its installation in the field.
1.12	MDC must support SIM identification, installed in AMR Meter which should be identifiable through UDIL Service.
1.13	Vendor will provide hardware to support his quoted No of meters for PITC vetting. PITC will provide the facility to host hardware as per PITC's prevailing deployment architecture and MDC should have the capability to retain minimum 90 days data in its database. Vendors may approach PITC to understand hardware and MDC deployment architecture before the pre-bid conference.
1.14	MDC must be capable to handle all number of awarded meters concurrently.

Description	Specification
1.15	MDC should be able to support retrieval of scheduled metering data as per programmed / configurable interval (e.g 30 Minutes) for AMR meters. AMR meters would be declared muted if the last successful read was before 48 hours. Number of such muted meters shall not be more than 2% at any point up to the warranty period within the system. MDC should be able to retrieve missing data from meters after restoration without compromising system performance also issues regarding error in data or missing data shall be treated as meter mute. MEPCO will provide Consumers wise details where AMR Meters are to be installed subsequently the SIMs will be provided on the basis of bidder’s field survey for best network availability (signal strength and stability of signal strength over 24 hours) on all meters. Missing Read means Missing of schedules and on demand data. Error in data means incomplete/wrong data receiving at MDC. This will be checked through MDM as vendor’s MDC will be available at MDM.

Description	Specification
1.16	In case of number of muted meters exceeds more than 2% as pointed out by Incharge AMI Cell MEPCO/PITC, an investigation shall be conducted into the matter and reasons other than declared scheduled communication outage by the Network provider, transformer damages, scheduled load shedding, cable breakdowns and ERO etc., shall be on Bidder’s liability. If it is observed that the muted meters ratio is more than 2%, the Supplier will be responsible to take remedial measures which includes but not limited to replacement of such meters, or any other remedy proposed by the MEPCO in case if the issue is not identified on account of SIM and Telco. Such enquiries / investigations shall be conducted in liaison with PITC by Deputy Director AMI Cell MEPCO, DCM & XEN M&T of Concerned Circle & Vendor headed by Director (I.T) MEPCO. The outcome of the investigation proceedings shall be binding upon the Vendor/MEPCO for taking remedial action and will be taken in view for the issuance of Project Completion/Acceptance Certificate by the Committee.
1.17	The successful bidder is required to configure meters during production for primary & secondary IPs, ports & Wakeup SIM numbers (which will be provided by MEPCO/PITC). By default, the AMR meters will be in “keep Alive” Mode and after energizing, these meters will be automatically connected with the MDC & provide required data as per UDIL specifications subsequently, meters shall return to non keep alive mode. The Schedule activity will be initially twice a day, having a sampling rate interval of 30 minutes. However, schedule as well as sampling rate must be configurable. The meters should be in keep alive mode keeping in view the maximum data consumptions up to 32 MB/SIM/Month.

Description	Specification
1.18	On demand reading should be retrieved and the response time of On Demand reading should not be more than two minute or any other frequency set by MEPCO
1.19	In case of any missing scheduled activity, the AMR Meter must communicate any pending readings to the MDC immediately after restoration of supply/ elimination of communication error/ due to any reason/etc.
1.20	The meters should communicate at Signal Strength of -95dBm to -I05dBm and vendors will get it tested also to the satisfaction of the MEPCO. If it is observed that the meter modem signal strength is lower than the one mentioned above, the Supplier will be responsible to replace /repair the meter under warranty. Retry Failure rate should not be more than 3 times. The Time out for each retry should not be more than 15 seconds.
1.21	The MDM interface of PITC shall be used. The bidder(s) provided MDC software will have perpetual license and will be bound to upgrade with the latest versions of UDIL.
1.22	MEPCO shall have provision to enable and disable the feature (Remote disconnect/ reconnect for both scenarios) locally by meter software and remotely by head end system. Further to this in case of disconnection command execution Individual / bulk AMR meters(s), the AMR meter(s) will execute the relay command and make the AMR meter(s) into “Keep Alive Mode” the same AMR meter will become into “Non-Keep Alive” mode after execution of (Individual / Bulk AMR meter(s)) reconnection command

Price Schedule

For Individual Items

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

For Lots

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

General Conditions of Contract

A. General

1. Definitions

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

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

b. “Procuring Agency” means:-

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

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

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

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

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

f. “GCC” means the General Conditions of Contract contained in 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 Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

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

l. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. Application and Interpretation

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

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

3. Applicable Law

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

4. Governing Language

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

5. Notices

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

6. Delivery/Location

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

7. Authorized Representatives / Authority of Member in charge

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

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

8. Effectiveness of Contract

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

9. Commencement of Services

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

10. Program

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

11. Starting Date/Expiration Date

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

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

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

13. Modification

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

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

14. Force Majeure

14.1 Definition

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

14.2 No Breach of Contract

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

14.3 Extension of Time

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

14.4 Payments

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

15. Termination

15.1 By the Procuring Agency

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

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

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

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

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

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

15.2 By the Bidder

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

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

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

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

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

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

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

16.2 Law Applicable to Goods

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

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

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

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

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

17.3 Prohibition of Conflicting Activities

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

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

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

18. Confidentiality

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

19. Insurance to be Taken Out by the Bidder

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

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

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

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

(b) changing the Program of activities; and

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

21. Reporting Obligations

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

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15.**

22.2 Correction for Over-payment

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

22.3 Lack of performance penalty

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

23. Performance Guarantee

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

23.2 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.

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

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

24. Fraud and Corruption

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

25. Sustainable Procurement

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

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

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

29. Change in the Applicable Law

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

30. Services and Facilities

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

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

F. Payments to the Bidder

31. Contract Price

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

32. Terms and Conditions of Payment

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

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

33. Currency of Payment

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

G. Quality Control

34. Identifying Defects

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

35. Correction of Defects,and

Lack of Performance Penalty

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

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

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

36. Taxes and Duties

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

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

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

The Supplier is:

The title of the subject procurement is: (51/27) Procurement of AMR Three Phase HT/LT Energy Meters (Bi-Directional)

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

Language:

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

Number of GC Clause 5

Notices:

The addresses for the notices are:

Procuring Agency:

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

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

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

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

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

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

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

Number of GC Clause 17

Conflict of Interest:

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

Number of GC Clause 22

Liquidated Damages

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

Number of GC Clause 23

Performance Guarantee:

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

Number of GC Clause 32

Payment terms:

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

Number of GC Clause 33

Currency of Payment:

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

Number of GC Clause 34

Identifying Defects:

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

Inspections & Tests Requirements

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

For Physical Fitness having No Damages (Certificate from supplier)

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

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

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

Tests and Inspections shall be carried out at the following times or milestones, and places: At Manufacturer’s premises.Final Inspection Inspection of the material will be carried out jointly at bidder’s premises by Chief Engineer (M.I) PPMC Lahore or his authorized representative along with MEPCO representative.

Notice in writing for inspection of goods shall have to be given to C.E (M.I) PPMC Lahore under intimation to this office 15 days prior to the due date. All reasonable facilities as provided in the specification or followed by the industry or trade in general shall have to be afforded to the inspecting officer by you at your expenses including boarding and lodging etc for carrying out inspection.

The inspection charges @ 0.5% (non-reimbursable) of the cost of material will be paid by you to Chief Engineer (M.I) PPMC Lahore while offering the material for Inspection.

Delivery & Documents

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

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

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

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

Certificate of Origin.

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

Number of GC Clause 37

Following is the guidance for Dispute Resolution

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

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

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

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration.

However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

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

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P66068***

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

Contract Form

SECTION IX: CONTRACT FORMS

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

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **(51/27) Procurement of AMR Three Phase HT/LT Energy Meters (Bi-Directional) (*P66068*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

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

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

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

Signed, sealed, delivered by ___________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

…………………………………………………

Signed, sealed, delivered by ___________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Bidder: ………………………………………………

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

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

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

____

[name of bank or financial institution]

[address]

[date}

Annexure

Bid Data Sheet

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Bid Data Sheet** (page number: 77)

Financial data & Annual turn over Data

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial data & Annual turn over Data** (page number: 84)

Special Conditions of Contract

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Special Conditions of Contract** (page number: 87)

Price Schedule

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule** (page number: 95)

Procurement Forms

Additional Forms and Documents

Bid Data Sheet (BDS)

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

<table>
<tr><th>BDS Clause Number</th><th>ITB Number</th><th>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</th></tr>
<tr><td colspan="3">A. Introduction</td></tr>
<tr><td>1.</td><td>1.1</td><td>Name of Procuring Agency: Multan Electric Power Company (MEPCO) Pvt. Ltd Multan

The subject of procurement is: Procurement of
<u>AMR Three Phase, HT/LT Operated, Bi—Directional Energy Meters</u>

Period for delivery of goods:<table><tr><td>Delivery Schedule</td></tr><tr><td>50% within 90 days
Remaining 50% within 120 days</td></tr></table>Commencement date for delivery of Goods: from issuance of Purchase order</td></tr>
<tr><td>2</td><td>2.1</td><td>Financial year for the operations of the Procuring Agency: Financial Year 2026-27
Name of Project Procurement of
<u>AMR Three Phase HT/LT, Bi-Directional Energy Meters</u>
Name of financing institution: <u>MEPCO Own resources & Consumer Finance</u>
Name and identification number of the Contract:
<u>Tender No. 51 /27</u></td></tr>
<tr><td>3.</td><td>3.1</td><td>Maximum number of members in the joint venture, consortium or association shall be: [2].</td></tr>
<tr><td rowspan="2">4.</td><td>4.1</td><td>Ineligible country(s) is or are : <u>India & Israel /as notified by GOP</u></td></tr>
<tr><td>4.5</td><td>Demonstration of authorization by manufacturer: <u>Required incase the bidder is supplier</u></td></tr>
</table>

B. Bidding Documents

5.	7.2	**<u>The bid shall be submitted electronically on EPADS</u>**
6.	8.1	The address for clarification of Bidding Documents is Director Procurement Distribution, MEPCO HQ, Khanewal Road Multan
	8.5	Pre-bid meeting will be held on 05.08.2026 at 3.00 (PM PST, through following zoom link: https://us05web.zoom.us/j/84037429921?pwd=oKfAaXpgbFti3zGreOEIYYnAaGUeQT.1

C. Preparation of Bids

7.	10.1	The Language of all correspondences and documents related to the Bid is: English
8.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: **<u>N/A</u>**
	11.1 (h)	In addition to the documents stated in **ITB 11,** the following documents must be included with the **Bid** a. Letter of Bid submission b. Bidder Information Form c. Delivery and Completion Schedule d. Integrity Pact e. From of Pending Litigation f. Manufacturer's Authorization g. Form of Bid Security (Bid Bond) h. Bidder`s/ Manufacturer`s experience of supply record i. Price Schedule form j. Valid Prototype Approval of offered mater k. Financial Data l. Annual Turnover Data
9.	12.3 (c)	Other procurement specific documentation Requirements are: 1. **Incase the prototype approval is expired on the tender opening date then bidder/manufacturer must have applied for renewal in the office of Chief Engineer (S&S) Design NTDC before opening of the tender. Proof must be attached with the bid**
	12.4	Spare parts required for Number *of* years of operation: **NA**

10.	**13.3 (b)**	The qualification criteria required from Bidders in **ITB 13.3(b)** is modified as follows: a) To be qualified for award, the Bidder shall meet the experience, capability and adequacy of resources as per criteria delineated herein below: **1. Contractual Experience Criteria** The Bidder /manufacturer must have supplied energy meters (Single Phase, Three Phase or both) to MEPCO/DISCOs against educational / regular P.O(s) successfully during last three years. Details in this regard should be submitted in the prescribed format given in standard forms of Bidding documents. The Bidder shall submit with the bid evidence in this regard including inter alia copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bills of lading, inspection certificates etc.) for the contract(s). In case of JV, at least any one partner should fulfill the above mentioned experience pertaining to the individual's obligation (s) in respect of manufacturing or supplying as per JV agreement between the parties. **2. Manufacturing Experience Criteria** The manufacturer must have at least 5 years manufacturing experience of energy meters (Single Phase, Three Phase or Both). Details in this regard should be submitted in the prescribed format given in standard forms of Bidding documents. The Bidder/manufacturer shall attach with the bid, copies (with English translation) of the contract agreement(s) and completion certificate(s)/delivery document(s) (bill(s) of lading, inspection certificate(s) etc.), for the contract(s). The Bidder is required to include with its Bid, documentation from the manufacturer of the goods, that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid. **3. Financial Criteria of Bidder** The Purchaser will take into account the following criteria to verify the financial qualification of the Bidder. i. The Bidder has an average annual, turnover in the last three years equal to or more than the bid price. The bidder's net worth calculated as a difference between total assets and total liabilities must be positive for last three years and must be submitted with the bid. (Information to be submitted in standard forms of Bidding documents. The Qualification of the Bidders will be based on meeting the minimum pass/fail criteria as demonstrated by the Bidders' responses in the respective Appendices. The above stated requirements are a minimum and the Purchaser reserves the right to request for any additional information. The Purchaser also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser the qualification details are incomplete, ambiguous or the Bidder is found not qualified to satisfactorily perform the Contract. The above stated Appendices should be completed as per prescribed format and submitted along with required attachments. The missing or incomplete information/documents may render the bid substantially non-responsive. In this regard, the Purchaser does not have an obligation to request any document/certificates. The bidder is required to include with its Bid, documentation from the manufacturer of the goods that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid.

<table>
<tr><td>11.</td><td>~~15.6~~ 15.7 (a) (iii), (iv) (optional)</td><td><u>The Price Quoted shall be on FCS Basis at MEPCO Regional</u></td></tr>
<tr><td></td><td>15.9</td><td>The price shall be fixed.</td></tr>
<tr><td>12.</td><td>16.1 (a)</td><td>a) The quoted price shall be in Pakistani Rupees.</td></tr>
<tr><td></td><td>16.2</td><td>N/A.</td></tr>
<tr><td>13.</td><td>17.1</td><td><u>The Bid Validity period shall be 120-days.</u>
“The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call / CDR / Bank Draft/ Banker Cheque or a Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan having at least AA+ rating from PACRA or JCR-VIS (for state owned enterprises only) in favor of the Purchaser on the prescribed Form annexed to these Documents valid for a period 30 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture submitting the Bid.
For avoidance of doubt, a Bid Security issued by a foreign bank but not counter guaranteed by a Scheduled Bank in Pakistan shall not be acceptable and rejected as non- responsive.</td></tr>
<tr><td>14.</td><td>18.1</td><td>The amount of Bid Security shall be tabulated below:
<table>
<tr><th>Description of Material</th><th>Qty No.</th><th>Amount of bid security (PKR)</th></tr>
<tr><td>AMR Three Phase HT/LT, Bi-Directional Energy Meters</td><td>2895</td><td>1,500,000</td></tr>
</table>
The currency of the Bid Security shall be: Pakistani Rupees.
<u>Original Bid security must reach the office of Director Procurement Distribution MEPCO on or before the deadline of submission of E-bids.</u></td></tr>
<tr><td>15.</td><td>18.3</td><td>The Bid Security shall be in the form of Bank Guarantee / CDR/ Bank Draft/ Bankers Cheque</td></tr>
</table>

<table>
<tr><td>16.</td><td>18.3 (c)</td><td>Other forms of security are N/A</td></tr>
<tr><td>17.</td><td>19.1</td><td>Alternative Bids to the requirements of the Bidding Documents will not be permitted.</td></tr>
<tr><td>18.</td><td>21.1</td><td>Only E-Bids on EPADS shall be considered.</td></tr>
<tr><td></td><td>21.2</td><td>Written confirmation of authorization are: [list acceptable confirmation of authorizations]]</td></tr>
</table>

D. Submission of Bids

<table>
<tr><td>19.</td><td>22.2 (a)</td><td>Bid shall be submitted: Electronically on EPADS</td></tr>
</table>

22.	**22.2 (b)**	Title of the subject Procurement or Project name: Procurement of **AMR Three Phase HT/LT Energy Meters** ITB title and No: ***Tender No. 51/27***
21.	**23.1**	The deadline for Bid submission is a) Day: **Tuesday** b) Date*:* ***18.08.2026*** c) Time ***11:00 AM PST***

E. Opening and Evaluation of Bids

322.	**26.1**	The Bid opening shall take place at: Office of Director Procurement Distribution MEPCO HQ, Khanewal Road Multan a) Day: **Tuesday** b) Date*:* ***18.08.2026*** c) Time ***11:30 AM PST***

23.	**32.2**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: *N/A* The source of exchange rate shall be: *N/A* The date of exchange rate shall be: *N/A*
24.	**35** **35.1**	**Evaluation Techniques** **Least Cost Based Selection (LCBS)** After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid. **After opening of tender if established that cartel/Pool rates received then MEPCO reserves that right to scrap the tender and invite fresh tenders, however, if lowest tender rate is quoted by two or more bidders then tender will be scrapped. Quoting of same rates by bidders other than the lowest bidder will not effect on proceeding of tender. In case of Lots in tender, comparison will be made on Lot wise basis & if lowest rate is quoted by two or more bidders in the same Lot then Lot will be scrapped**.

25.	**33.4 (h)**	Other specific criteria are N/A
26.	**33.5 (a)**	N/A.

27.	**33.5 (b)** **Option (i)** **Option (ii)** **Option (iii)**	Delivery schedule. **<u>As per clause 1.1 of BDS</u>** For Bids indicating delivery before specified days, no credit will be given in this evaluation. **Bids indicating delivery later than specified days shall not be considered and rejected as non-responsive** N/A, N/A
28.	**33.5 (c) (ii)**	Deviation in payment schedule N/A. Annual interest rate. N/A
29.	**33.5 (d)**	Cost of spare parts. *As per NTDC/WAPDA/PPMC/MEPCO Specifications*
30.	**33.5(e)**	Spare parts and after sales service facilities in Pakistan. *As per NTDC/WAPDA/PPMC/MEPCO Specification*
31.	**33.5 (f)**	Operating and maintenance costs. Factors for calculation of the whole life cost: i) number of years for whole life cycle *As per NTDC/WAPDA/PPMC/MEPCO Specification* ii) operating costs *As per NTDC/WAPDA/PPMC/MEPCO Specification* iii) maintenance costs *As per NTDC/WAPDA/PPMC/MEPCO Specification* and iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value. **or** Reference to the methodology specified in the Technical Specifications or elsewhere in the Bidding Documents.
32.	**33.5 (g)**	Performance and productivity of equipment. *As Per NTDC/WAPDA/PPMC/MEPCO Specification*
33.	**33.5 (h)**	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. As per *NTDC/WAPDA/PPMC/MEPCO* Specification

34.	**33.6**	<u>**Incase of LOTs, The bidder can quote against any LOT with full quantity. The Evaluation and Comparison of the bids will be carried out LOT wise, and subsequently contract will be awarded to Most advantageous bidder against each individual**</u>

35.	**34.1**	a) Domestic preference to apply. Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
		F. Award of Contract
36.	**40.1**	<u>**The Purchaser may delete any LOT (in case of LOTs) before / at the time of award of contract without any change in the Unit price or other terms and conditions of the contract. The purchaser may at the time of award of contract increase/decrease the quantity upto 15%.**</u>
37.	**43.1**	The Performance Security (or guarantee) shall be 05% of the total contract price inclusive of GST
38.	**43.2**	The Performance Security (or guarantee) shall be in the form of Bank Guarantee / CDR/ Bank Draft.
39.	**44.1**	The Advance Payment if essential shall be limited to N/A
40.	**44.2**	Maximum amount of Advance payment shall be N/A
41.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

42.	**49.1**	The address of the Procuring Agency : Multan Electric Power Company (MEPCO) Khanewal Road Multan
		The address of MEPCO Grievance Committee: Office Of Chief Engineer (CS) Director MEPCO H/Q Khanewal Road Multan The Address of PPRA to submit a **copy** of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

FINANCIAL DATA

The Bidder shall complete the information in this Form.

Name of the Bidder____

Financial Data for Last (03) Years			
Fiscal Year			
Information for Balance Sheet			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Attach copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions:

- All such documents must reflect the financial situation of the Bidder and not sister, affiliate or parent companies.
- Historic financial statements must be audited by a chartered accountant whose certificate of incorporation with its concerned accreditation body for example Association of Chartered Accountants of X-Country shall be submitted with the Bid.
- Historic Financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Signature and Seal of the Bidder:

ANNUAL TURN OVER DATA

Name of the Bidder:____

Bidder is requested to complete the information in this form.

Annual turnover data for the last three fiscal years			
Year	**Amount (Currency)**	**Exchange Rate***	**Equivalent Amount (US$/PKR)**
2022-23			
2023-24			
2024-25			
	Average Annual Turnover (for last three years)		

* The Exchange Rate (Selling) prevailing 28 days prior to Bid Opening

Signature and Seal of the Bidder:

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Definitions (GCC 1)	
1.	1.1	The Procuring Agency is: Multan Electric Power Company (MEPCO) Multan
2.	1.1(j)	The Supplier is: [*Name and address]*
3.	1.1(q)	The title of the subject procurement or The Project is: **AMR Three Phase HT/LT, Bi-Directional Energy Meters**
	Governing Language (GCC 4)	
4.	4.1	The Governing Language shall be: English
	Applicable Law (GCC 5)	
5.	5.1	The Applicable Law shall be: Laws of the Pakistan
	Country of Origin (GCC 6)	
6.	6.1	Country of Origin is ………………………
	Performance Security (or guarantee) (GCC 10)	
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: Five **(5) percent of the Contract Price including GST**
8.	10.4	The Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with **GCC Clause 18.2.** 5% performance guarantee will be released after the issuance of Satisfactory Project Completion/Acceptance Certificate By MEPCO Committee as constituted by MEPCO Authority. The Project Completion/Acceptance Certificate will be issued on expiry of warranty period, replacement of damaged / defective Smart Energy Meters and obligatory remedial measures to be taken by the vendor as per contract.
	Inspections and Tests (GCC 37)	

9.	37.2	Tests and Inspections shall be carried out at the following times or milestones, and places: At Manufacturer’s premises. **<u>Final Inspection</u>** Inspection of the material will be carried out jointly at bidder’s premises by Chief Engineer (M.I) PPMC Lahore or his authorized representative along with MEPCO representative. Notice in writing for inspection of goods shall have to be given to C.E (M.I) PPMC Lahore under intimation to this office 15 days prior to the due date. All reasonable facilities as provided in the specification or followed by the industry or trade in general shall have to be afforded to the inspecting officer by you at your expenses including boarding and lodging etc for carrying out inspection. The inspection charges @ 0.5% (non-reimbursable) of the cost of material will be paid by you to Chief Engineer (M.I) PPMC Lahore while offering the material for Inspection.

	Packing (GCC Clause 12)	
10.	12.2	The following **SCC** shall supplement **GCC Clause 12.2**: The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification.
	Delivery and Documents (GCC Clause 13)	
11.	13.1	**For Goods supplied from abroad:** Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Agency, with a copy to the Insurance Company: (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance Certificate; (v.) Manufacturer's or Supplier's warranty certificate;
		(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

12.	13.3	**For Goods from within Pakistan:** Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency: (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	Insurance (GCC Clause 14)	

13.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	Related Services (GCC Clause 16)	
14.	16.1	Related services to be provided are: *NA*
	Spare Parts (GCC Clause 17)	
15.	17.1	Additional spare parts requirements are: NA
	Warranty (GCC Clause 18)	

16.	18.2	The period of validity of the Warranty shall be 24 Months from delivery date of Last supply of AMR Energy Meters.
	18.5	The bidder will furnish a warranty certificate, certifying that the Goods supplied conform exactly to the specifications and are brand new. During the warranty period mentioned in SCC that in the event of material being found defective or not conforming to the specification / particular governing supply at the time of delivery, the bidder will held responsible for losses and the unacceptable goods shall be substituted with the accepted goods at bidder expenses after receipt at Ex-Works. The damaged/ defective material will be repaired, however any damage occurred due any reason other than manufacturing fault is not covered under warranty under warranty period will be repaired by the manufacturer free of cost within sixty (60) days of receipt under intimation to Chief Engineer (MI) PPMC Lahore. The same will be returned to concerned regional store MEPCO by the Manufacturer after repair / replacement within sixty (60) days as it receipt, otherwise cost of material will be recovered from your running bills during the delivery period. After delivery of all material within warranty period the 5% retention money will not be released until the replacement of such damage / defective materials in addition to other bidding documents requirements.
17.	**18.4 & 18.5**	The period for correction of defects in the warranty period is 15-days.
		Payment (GCC Clause 19)

18.	19.1	100% payment shall be made upon delivery of material through direct payment procedure or an irrevocable confirmed Letter of Credit to be established by Finance Director MEPCO, Multan through any scheduled bank of Pakistan in favor of supplier in bank in his country in the following manner. Charges for opening of Letter of Credit shall be borne by the supplier The Supplier shall submit the following documents to the Purchaser: a) Invoice of supplied material in triplicate duly approved by Manager (Procurement) and pre-audited by the Finance Director MEPCO. b) Delivery Challan and GRN duly stamped and signed by the Regional Store Manager MEPCO Ltd. Concerned. c) Warranty certificate / non-payment certificate. d) Confirmation of Director (Procurement) MEPCO Ltd. Multan about acceptance of performance bond in case of first claim only. e) Inspection certificate issued by Chief Engineer (MI) PPMC or his authorized representative. f) The payment of the Sales tax shall be made on presentation of following documents: g) Sales tax invoice as per section-23 of Sales tax act 1990. h) Invoice of supplied material in triplicate duly approved by Manager (Procurement) and pre-audited by the Finance Director MEPCO. i) Delivery Challan and GRN duly stamped and signed by the Regional Store Manager MEPCO Ltd. Concerned. j) Warranty certificate / non-payment certificate. k) Confirmation of Director (Procurement) MEPCO Ltd. Multan about acceptance of performance bond in case of first claim only. l) Inspection certificate issued by Chief Engineer (MI) PPMC or his authorized representative. m) The payment of the Sales tax shall be made on presentation of following documents: n) Sales tax invoice as per section-23 of Sales tax act 1990. o) Sales tax payment Challan for the concerned monthly duly paid into Government treasury. p) In case the manufacturers who pay lump sum Sales tax, they shall also submit an affidavit on non-judicial paper separately that paid Challan includes the above amount of Sales tax for supply of above -mentioned invoices/items. **PARTIAL DELIVERIES AND PART PAYMENTS ARE ALLOWED**

19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be: NA
	Prices (GCC 20)	
20.	20.1	Prices shall not be adjusted as the contract is fixed price contract
	Liquidated Damages (GCC Clause 26)	
21.	26.1	Applicable rate: Maximum deduction: is equal to the 10% of the contract price Including GST. *Note:-* **0.10 percent per day of undelivered material/good`s**
	Termination for Default (GCC Clause 27)	

Price Schedule:

1	2	3	4	5	6	7
Item	Description of Goods	Quantity and physical unit Nos	Unit Price (FCS) Ex. GST	Total price FCS (cols. 3 x 4)	Sales and other taxes payable if Contract is awarded (in accordance with ITB 15	Total Price per line item (Col. 5)
1.	AMR Three Phase HT/LT, Bi-directional Energy Meters	2895				

Note: Rate should be quoted inclusive of 0.5% Inspection Charges (non-reimbursable) but exclusive of Sales Tax on the basis of free delivery at consignee's stores (FCS) i.e., Multan, in local currency without involving any foreign exchange