Standard Bidding Document

PROCUREMENT AND SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 1000KVA DISTRIBUTION TRANSFORMER WITH 11KV INDUSTRIAL PROTECTION PANEL AT CMU WAREHOUSE, ISLAMABAD
(Goods)

National

Single Stage-Two Envelope

August 21, 2026

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Table of Contents

REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Common Management Unit (CMU) (Common Management Unit (CMU))** has reserved Funds for the procurement planned for FY **2026-27**. The **Common Management Unit (CMU) (Common Management Unit (CMU))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**PROCUREMENT AND SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 1000KVA DISTRIBUTION TRANSFORMER WITH 11KV INDUSTRIAL PROTECTION PANEL AT CMU WAREHOUSE, ISLAMABAD**" with the reference of **"P77572"**

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

3. **Single Stage-Two 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 **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/77572** 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, September 8, 2026 11:00 AM**. E-bids will be opened using **EPADS v2.0** on

the same day at **Tuesday, September 8, 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: **Common Management Unit (CMU) (Common Management Unit (CMU))**

The subject of procurement is: **PROCUREMENT AND SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 1000KVA DISTRIBUTION TRANSFORMER WITH 11KV INDUSTRIAL PROTECTION PANEL AT CMU WAREHOUSE, ISLAMABAD**

Expected commencement date: **Sunday, January 31, 2027**

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: **P77572**

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: Friday, September 4, 2026
Pre-Bid Meeting: Monday, August 24, 2026 11:00 AM
Venue: PSCM Unit, C-Block, Common Management Unit, EPI Building, NIH, Chak Shahzad Park Road

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: No

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: **148 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: **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;

EPI Building, NIH, Chak Shahzad Park Road, Islamabad Capital Territory before bid submission deadline.

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

The deadline for Bids submission is: **Tuesday, September 8, 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, September 8, 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
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
Preliminary evaluation shall determine the eligibility of bidders and the administrative compliance of bids received to the requirements of the bid as listed below, and shall be evaluated on a pass or fail basis.	No
(a) The bid is sealed and submitted the bid in line with the single stage-two envelops bidding procedure; that is, a bid comprises a single package containing two separate stages. Each stage shall contain separately the financial proposal and the technical proposal on EPADS System.	Yes
(b) The bidder has submitted a copy of the company registration or incorporation certificate or current trading license; any other legal registration document whenever applicable;	Yes
(c) Bidder is registered with Income Tax and General Sales Tax (GST) Departments and are on Active Taxpayers List of the Federal Board of Revenue (FBR), with a National Tax Number (NTN). Bidder to submit copies of certificates and a printed copy of proof of Active Taxpayer List (ATL);	Yes

(d) Bidder prepared and submitted the Bid Submission Sheet (Bid Form), duly filled, signed and sealed/stamped, in accordance with ITB. No alteration is to be made in the Bid Submission Sheet (Bid Form) except in filling up the blank space as directed.	Yes
(e) Bidder prepared and submitted a detailed Specification and Compliance Sheet duly filled, signed and sealed/stamped, in accordance with ITB, showing the extent of compliance to the Purchasers specifications. Bidder shall submit product catalogues and printed literature. Bidder shall clearly indicate the extent to which the products offered differ or deviate from requirements and specifications of the purchaser.	Yes
(f) The supplier bid shall be accompanied with compliant samples or technical literature for each of the product bid for, or else products quoted shall be rejected. The sample should be accompanied with product quality reports or quality assurance test reports and product information sheets (catalogues, brochures or manuals)	Yes
(g) Bid is valid for a period of 120 calendar days counted from the date of the deadline for submission of bids.	Yes
(h) The bidder has submitted valid copy of the Bid Security or Earnest money in the shape of Bank Demand Draft, or Bank Guarantee in the name of National TB Control Program, valid for at least 148 days (120 days of bid validity plus 28 days). Only a copy of the Earnest money should be attached with the technical bid, Bid Security or Earnest money of value as mentioned in Annex-B of bidding document in the shape of Bank Demand Draft or Call Deposit Receipt in the name of National TB Control Progr	Yes
(i) (Original Bid Security or Earnest Money should be submitted to the CMU and copy must be uploaded on EPADS). The Earnest money should be attached with the technical bid, Bid Security or Earnest money of value as mentioned in Annex-B of bidding document in the shape of Bank Demand Draft or Call Deposit Receipt in the name of National TB Control Programme (NTP).	Yes
(j) The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices in ITB and should not be blacklisted by any Government or non-government organization. An affidavit duly attested by notary public shall be attached with the bidding document as evidence. Please See the Details in attached Annexure-16	Yes

k. Bidders’ Directors, Managing Partners, Chief Executives Officer have no relationship with any staff working in CMU or worked with CMU during the last seven (07) years. (undertaking required on letterhead)	Yes
L. Bidder has signed and attached the Integrity Pact statement as provided under the section for sample forms,	Yes
m. There are no claims against the bidder of poor market reputation or previous default on quality while supplying goods to CMU. (Undertaking is required on stamp paper)	Yes
n. Copies of contracts, purchase orders, work orders or certificates of performance for similar goods bidded for, performed for a reputable organization in Pakistan within the last three (03) years. The information shall be used to determine if the bidder has at least three (03) years of specific experience in the supplying similar products.	Yes
o. The bidder shall submit complete product catalog of the required product and shall must present the sample. Where applicable, in case all samples presented for a particular product fail technical evaluation, all qualified bidders who quoted for that particular product may be given a second chance to submit new samples, but bidder shall not be allowed to amend the quoted prices.	Yes
p. Bidder is an original manufacturer, authorized distributing firm (s) along with after sale service facility	Yes
q. (confirmation of firm’s letterhead required), with attached evidence below;	Yes
r. Original manufacturers or producers (if applicable) should attach together with the technical bid licenses or authorization of manufacturer (if any) for each or a range of products in the bid;	Yes
s. Authorized distributors / authorized dealers (if applicable) should attach together with their technical bid a copy of the Letter of Manufacturers’ Authorizations;	Yes
t. Secondary authorized dealers (sub-dealers) should attach both a letter of authorization from the Primary authorized dealers, plus a copy of the Letter of Manufacturers’ Authorizations that was issued to the Primary authorized dealer	Yes

u. “The whistle blowing policy (Anti-fraud & Corruption policy) exists and applicable in CMU, if you identify any type of abnormalities mentioned in the policy, please notify it immediately to National Coordinator (NC-CMU) and Chief Audit Officer at given landline number/email (051-9255388, ahmad.hasnain@cmu.gov.pk). The detailed policy is attached as Annex-13 as an information which must be signed by the vendor.”	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)

Weightage

Technical Evaluation Weightage
100

Technical Marks	100
Passing Marks	**70**
Technical Evaluation Criteria	
The submitted specifications stated by the vendor (in the Specifications and Compliance sheet) match the specifications stated in the product quality reports and the specification of the purchaser. Please attach complete product catalog / manual as an evidence. 50 marks will be given even for all items qualified. (Quantitative)(Doc Required)	50

Bidder has experience of supplying the same or related products based on copies of contracts, purchase orders, work orders or certificates of performance related to quote items. Three (03) marks for each contract, maximum of five (05 contracts, purchase orders or work orders of similar or related products may please be provided along with their invoices to confirm the performance of work order.) Each contract or Purchase Order for one product or a group of products should be valued at PKR 5,000,000.00 (5 million PKR) and above. (Quantitative)(Doc Required) For 05 And Above Contracts, Purchase Orders, Work Orders **(15)** For 04 Contracts, Purchase Orders, Work Orders **(12)** For 03 Contracts, Purchase Orders, Work Orders **(9)** For 02 Contracts, Purchase Orders, Work Orders **(6)** For 01 Contracts, Purchase Orders, Work Orders **(3)**	15
Authorization Letter / Distribution Letter (Valid letter is required from the principal / manufacturer) (Quantitative)(Doc Required)	5
Positive Balance of the last 12 months bank statement on date of submission date (bank statement required) i. Upto PKR 5 Million = 3 Marks ii. PKR 5 -10 Million = 5 Marks iii. Above 10 Million = 7 Marks (Qualitative)(Doc Required) Above 10 Million **(7)** PKR 5 -10 Million **(5)** Upto PKR 5 Million **(3)**	7
After Sale Service Provision subject to completion of warranty period (undertaking to be provided on quoting firm's letterhead) (Quantitative)(Doc Required)	13

Annual Sale/turnover: Below PKR 10 million = 5 marks; PKR 10 - 20 million= 7 marks; Above PKR 20 million =10 marks Audited accounts are required for the confirmation during three years. (Qualitative)(Doc Required) Above PKR 20 million **(10)** PKR 10 - 20 million **(7)** Below PKR 10 million **(5)**	10

Items/Lots

Lot Title : Procurement and Supply of 1000KVA Distribution Transformer with 11KV Industrial Protection Panel along with all accessories, and Installation, Testing and Commissioning

Bid Security : 500000 PKR

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
1000KVA Transformer 03-Phase step down pole mounted with, copper winding and warranty. Testing certificate as per IESCO/WAPDA. Placement of transformer 2 feet from floor/ground as per transformer size. Type 11KV/415; Branded (IESCO/WAPDA/PEC Approve	Distribution power transformers	**Address:** CMU Warehouse, Opposite NARC Office Gate No. 01, Main Park Road, Chak Shahzad, Islamabad Capital Territory **Schedule:** 30 Days **Quantity:** 1/pcs	1 / pcs	Manufacturer Authorization form	365 Days

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Industrial Protection Panel compatible with 11kv 630-amp VCB TP, with two outgoing circuit for two different transformer 1000KVA and 400KVA (IESCO/WAPDA /PEC Approved).	Generator control or protection panels	**Address:** CMU Warehouse, Opposite NARC Office Gate No. 01, Main Park Road, Chak Shahzad, Islamabad Capital Territory **Schedule:** 30 Days **Quantity:** 1/pcs	1 / pcs	Manufacturer Authorization form	365 Days
Single core 120 mm 15kv XPLE copper 52 meter, from HT metering panel to protection cable	Automatic wire or cable connector	**Address:** CMU Warehouse, Opposite NARC Office Gate No. 01, Main Park Road, Chak Shahzad, Islamabad Capital Territory **Schedule:** 30 Days **Quantity:** 52/m	52 / m	Dealer Authorization form	365 Days

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Earth cable 1-core 25 sqmm bare copper conductor for Protection Panel, Transformer and HT Panel	Earthworks engineering	**Address:** CMU Warehouse, Opposite NARC Office Gate No. 01, Main Park Road, Chak Shahzad, Islamabad Capital Territory **Schedule:** 30 Days **Quantity:** 42/m	42 / m	Dealer Authorization form	365 Days
Earth connectivity cable 1-core 25 sq mm yellow green Insulated	Earth additive	**Address:** CMU Warehouse, Opposite NARC Office Gate No. 01, Main Park Road, Chak Shahzad, Islamabad Capital Territory **Schedule:** 30 Days **Quantity:** 45/m	45 / m	Dealer Authorization form	365 Days

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Supply of 11KV termination Kit heat shrink type for the following equipment. 1. Wapda metering panel. 2. Transformer protection panel. 3.1000 KVA transformer	Copper sulfate solution for specific gravity determinations	**Address:** CMU Warehouse, Opposite NARC Office Gate No. 01, Main Park Road, Chak Shahzad, Islamabad Capital Territory **Schedule:** 30 Days **Quantity:** 04/set	4 / set	Dealer Authorization form	365 Days
Earthing upto ECP	Earthworks engineering	**Address:** CMU Warehouse, Opposite NARC Office Gate No. 01, Main Park Road, Chak Shahzad, Islamabad Capital Territory **Schedule:** 30 Days **Quantity:** 01/job	1 / job	Dealer Authorization form	365 Days

Item	UNSPSC	Delivery Schedule	Quantity	Manufacturer / Dealer Authorization	Warranty
Execution of all work listed in serial 01 to 07 including the supply installation, testing, commissioning of the 1000 KVA transformer & 11KV protection panel, laying & termination of power cables, construction of three earthing pits – 30 feets deep w	Well completion engineering services	**Address:** CMU Warehouse, Opposite NARC Office Gate No. 01, Main Park Road, Chak Shahzad, Islamabad Capital Territory **Schedule:** 30 Days **Quantity:** 1/job	1 / job	Dealer Authorization form	365 Days

Related Services of Goods:

No

Items/Lot Specification

Lot Title : Procurement and Supply of 1000KVA Distribution Transformer with 11KV Industrial Protection Panel along with all accessories, and Installation, Testing and Commissioning

Item: 1000KVA Transformer 03-Phase step down pole mounted with, copper winding and warranty. Testing certificate as per IESCO/WAPDA. Placement of transformer 2 feet from floor/ground as per transformer size. Type 11KV/415; Branded (IESCO/WAPDA/PEC Approve

UNSPSC: Distribution power transformers

Specifications / Requirements:

Please see the attached Annexures for Detail Technical Specification and Compliance Sheet.

Item: Industrial Protection Panel compatible with 11kv 630-amp VCB TP, with two outgoing circuit for two different transformer 1000KVA and 400KVA (IESCO/WAPDA /PEC Approved).

UNSPSC: Generator control or protection panels

Specifications / Requirements:

Please see the attached Annexures for Detail Technical Specification and Compliance Sheet.

Item: Single core 120 mm 15kv XPLE copper 52 meter, from HT metering panel to protection cable

UNSPSC: Automatic wire or cable connector

Specifications / Requirements:

Please see the attached Annexures for Detail Technical Specification and Compliance Sheet.

Item: Earth cable 1-core 25 sqmm bare copper conductor for Protection Panel, Transformer and HT Panel

UNSPSC: Earthworks engineering

Specifications / Requirements:

Please see the attached Annexures for Detail Technical Specification and Compliance Sheet.

Item: Earth connectivity cable 1-core 25 sq mm yellow green Insulated

UNSPSC: Earth additive

Specifications / Requirements:

Please see the attached Annexures for Detail Technical Specification and Compliance Sheet.

Item: Supply of 11KV termination Kit heat shrink type for the following equipment. 1. Wapda metering panel. 2. Transformer protection panel. 3.1000 KVA transformer

UNSPSC: Copper sulfate solution for specific gravity determinations

Specifications / Requirements:

Please see the attached Annexures for Detail Technical Specification and Compliance Sheet.

Item: Earthing upto ECP

UNSPSC: Earthworks engineering

Specifications / Requirements:

Please see the attached Annexures for Detail Technical Specification and Compliance Sheet.

Item: Execution of all work listed in serial 01 to 07 including the supply installation, testing, commissioning of the 1000 KVA transformer & 11KV protection panel, laying & termination of power cables, construction of three earthing pits – 30 feets deep w

UNSPSC: Well completion engineering services

Specifications / Requirements:

Please see the attached Annexures for Detail Technical Specification and Compliance Sheet.

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: Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement and Stock officer EPI Building, NIH, Chak Shahzad Park Road, Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is: PROCUREMENT AND SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 1000KVA DISTRIBUTION TRANSFORMER WITH 11KV INDUSTRIAL PROTECTION PANEL AT CMU WAREHOUSE, ISLAMABAD

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:

Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement and Stock officer
EPI Building, NIH, Chak Shahzad Park Road, Islamabad Capital Territory
+92-302-580-6184
muhammad.haris@cmu.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

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

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement and Stock officer
EPI Building, NIH, Chak Shahzad Park Road, Islamabad Capital Territory
+92-302-580-6184
muhammad.haris@cmu.gov.pk

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

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

Number of GC Clause 17

Conflict of Interest:

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

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.14%** 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 **10.00%** of the contract price in acceptable form of **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)

The contractor shall perform all pre-commissioning and commissioning tests including:• Insulation Resistance (IR) Test• Transformer Turns Ratio (TTR) Test• Winding Resistance Test• Oil BDV Test • Functional testing of protection relays• VCB operation test• Earth resistance test• High Voltage testing • Phase sequence verification• Protection coordination checks• Complete functional testing prior to energization

The contractor shall submit:• Factory Test Certificates (FAT)• Type Test Certificates• Routine Test Certificates• Material Inspection Reports• Installation Drawings• As-Built Drawings• Operation & Maintenance Manuals• Warranty Certificates• Commissioning Report• Test Reports• Earthing Test Report (proper boring ,copper plate earthing or copper rod earthing for transformer and protection panel.

The contractor shall provide on-site operational and maintenance training to CMU technical staff covering:• Safe operation• Routine inspection• Preventive maintenance• Protection panel operation• Emergency shutdown procedures

Delivery & Documents

Original 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, 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

The Purchaser's evaluation of a bid, further elaborated under Bid Data Sheet, will be on Delivered Duty Paid (DDP) price inclusive of prevailing duties, taxes and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, provided in the bid.

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.:***P77572***

To: **Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement and Stock officer EPI Building, NIH, Chak Shahzad Park Road, Islamabad Capital Territory**

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 **Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement and Stock officer EPI Building, NIH, Chak Shahzad Park Road, Islamabad Capital Territory**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **PROCUREMENT AND SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 1000KVA DISTRIBUTION TRANSFORMER WITH 11KV INDUSTRIAL PROTECTION PANEL AT CMU WAREHOUSE, ISLAMABAD (*P77572*)** 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: **Common Management Unit (CMU) (Common Management Unit (CMU)), Procurement and Stock officer EPI Building, NIH, Chak Shahzad Park Road, Islamabad Capital Territory**

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

Annexure -1 Schedule of Requirements

All vendor must provided the Schedule Of Requirments signed and stamped on the firm/company letterhead.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure -1 Schedule of Requirements** (page number: 81)

Annexure -2 Technical Specifications and Compliance sheet

All vendor must be provided the Technical Specifications and Compliance Sheet on firm/company letter head.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure -2 Technical Specifications and Compliance sheet** (page number: 82)

Annexure-5 Bid Form Cover LetterSigned & Stamped)

All vendor must be provided the Bid Form Cover Letter Signed and Stamped on firm/company letter head.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-5 Bid Form Cover LetterSigned & Stamped)** (page number: 93)

Annexure-6 Price Shedule

All vendor must be provided the Price Shedule signed and stamped on firm/company letterhead.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-6 Price Shedule** (page number: 94)

Annexure-7 Delivery Shedule

All vendor must be provided the Delivery Shedule signed and stamped on firm/company letterhead.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-7 Delivery Shedule** (page number: 96)

Annexure-8 Contract Form

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-8 Contract Form** (page number: 99)

Annexure-9 Form of Integrity Pact

All vendor must be provided the Form of Integrity Pact signed and stamped onfirm/company letterhead.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-9 Form of Integrity Pact** (page number: 100)

Annexure-10 Form of Bank Guarantee as Bid Security

The Bid Security is PKR. 500,000/- ismandatory in the shape of Bank Guarrantee and Demand Draft,and All vendor must be provided on firm/company letterhead.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-10 Form of Bank Guarantee as Bid Security** (page number: 101)

Annexure-11 Form of Performance Security or Guarantee

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-11 Form of Performance Security or Guarantee** (page number: 103)

Annexure-12 Form of Undertaking

All vendors must be provided the Form of Undertaking on firm/company letterhead.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-12 Form of Undertaking** (page number: 105)

Annexure-13 Anti-Fraud and Corruption Policy

All vendor must be provided the Anit-Fraud and Corruption Policy on firm/company letterhead.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-13 Anti-Fraud and Corruption Policy** (page number: 106)

Annexure-14 Term Of Reference - TORs

All vendor must be provided the Terms Of Reference - TORssigned and stamped on firm/company letterhead.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-14 Term Of Reference - TORs** (page number: 108)

Annexure-15 Scope of Work

All vendor must be Signed and Stamped the Scop of Work provided on firm/company letterhead.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-15 Scope of Work** (page number: 113)

Annexure-16 Declaration of Ineligibility for Corrupt and Fraudulent Practices and Not-Blacklisted

All vendors must be provided the Declaration of Ineligiblity for Corrupt and Fradual Practice and Not Blacklisting, signed and stamped on firm/company letterhead.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-16 Declaration of Ineligibility for Corrupt and Fraudulent Practices and Not-Blacklisted** (page number: 115)

Annexure -3 General Conditions of Contract (GCC)

All vendors must be signed and stamped.

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Annexure -3 General Conditions of Contract (GCC)** (page number: 116)

Annexure-4 Special Conditions of Contract (SCC)

All vendors must be signed and stamped.

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Annexure-4 Special Conditions of Contract (SCC)** (page number: 117)

Procurement Forms

Additional Forms and Documents

Schedule of Requirements

The Schedule of requirements provides a summary list of requirements under the tender as shown below, for specifications, see under the Specifications and Compliance sheet.

S #	Item Name	Measuring Unit	No. of Units per Pack	Packing Unit	Qty
1.	1000KVA Transformer 03-Phase step down pole mounted with, copper winding and warranty. Testing certificate as per IESCO/WAPDA. Placement of transformer 2 feet from floor/ground as per transformer size. Type 11KV/415; Branded (IESCO/WAPDA/PEC Approved).	No.	01	No.	01
2.	Industrial Protection Panel compatible with 11kv 630-amp VCB TP, with two outgoing circuit for two different transformer 1000KVA and 400KVA (IESCO/WAPDA /PEC Approved).	No.	01	No.	01
3.	Single core 120 mm 15kv XPLE 52 meter, from HT metering panel to protection cable	Meter	01	Meter	52
4.	**Earth cable** 1-core 25 sqmm bare copper conductor for Protection Panel, Transformer and HT Panel	Meter	01	Meter	43
5.	**Earth connectivity cable** 1-core 25 sq mm yellow green Insulated	Meter	01	Meter	45
6.	Supply of 11KV termination Kit heat shrink type for the following equipment. 1, Wapda metering panel. 2, Transformer protection panel. 3.1000 KVA transformer	Set	HT Termination kit	Set	04
7.	Earthing upto ECP	Job	01	Job	01
8.	Execution of all work listed in serial 01 to 07 including the supply installation, testing, commissioning of the 1000 KVA transformer & 11KV protection panel, laying & termination of power cables, construction of three earthing pits – 30 feets deep with GI pipe and earthing chemical, earthing of the transformer, HT panel, protection panel, and associated cable. Submission of the electrical drawing to the end user, and provision of one day of onsite operational training to the end user.	Job	01	Job	01

Schedule of requirements Authorized by:

Signature: ____________________________ Name: ______________________________

Position: ____________________________ Date: ______________________________ *(DD/MM/YY)*

Authorized for and on behalf of:

Company: ______________________________ Stamp or seal:

Technical Specifications and Compliance sheet

(a) The bidder must fill and submit the schedule of specification and compliance sheet by providing detailed specifications of the product(s) offered in comparison to the specifications required by the purchaser.

(b) The provider shall not make any alternations, deletion or insertions in the specifications provided in the purchaser's column. However, the provider is free to provide additional or detailed specifications under the column "***Specifications offered by the bidder, including the manufacturer's name and Country of Origin***"

(b) Use of the words "yes" by the vendor shall be deemed to mean that the product offered by the vendor complies with all the specifications stated by the vendor.

(e) The use of a brand name in the specification schedule is to provide guidance to the vendors of the minimum specifications required by the purchaser and not an endorsement or preference for the stated brands.

(g) The provider shall and must indicate clearly parameters where the offered product does not meet the specifications of the purchaser. The vendor's failure to highlight the differences between specifications required by the purchaser and specifications offered by the vendor shall be construed to mean that the product offered by the vendor meets all the specifications of the purchaser.

(h) The Purchaser shall not accept vendor's request(s) for change of specifications during evaluation or after contract award; All such vendor's requests shall lead to cancellation of the bid and/or award and forfeiture of the bid security and/or performance bond.

(i) The purchaser shall reject bids of vendors who fail to complete and submit the schedule of specifications together with the bidding document.

(j) For each quoted product, the vendor should attach a sample, including detailed product information and previous/current quality test reports

The Specification and Compliance sheet is Authorized By:

Signature: ______________________________ Name: ______________________________

Position: ______________________________ Date: ______________________________

Authorized for and on behalf of: *(DD/MM/YY)*

Company: ______________________________ Stamp or seal:

Name of Equipment: **1000KVA Transformer 03- Phase Step Down Pole Mounted**		***CODE NUMBER (filled by the bidder)***
Tender Specifications		**Bidder's Specification**
Quantity: 01	Manufacturer:	
	Type / Model	
	Country of Origin	
General Specifications		
Rated Power [KVA]; 1000		
Vector Group Dyn; 11		
Rated High Voltage [V]; 11000		
Connections [HV/LV]; Delta/Star		
Rated Low Voltage [V]; 415		
No. of Terminals [HV/LV]; 3/4		
Number of Phases [φ]; 3		
HV Bushings position; Top plate		
Insulation Class; A		
LV Bushings position; Top plate		
No. of HV Taps; 6		
Winding Material [HV/LV]; Copper/Copper		
Taps [+%]; 2.5,5.0		
Service Altitude [m]; <1000		

Taps [-%]; 2.5,5.0,7.5	
Transformer Type; Oil immersed/Conservator	
Maximum Ambient Temp. [°C] ; 40	
Installation; Indoor/Outdoor	
Temp. Rise (Oil/Winding) [K]; 60/65	
Oil Type; Mineral Oil (IEC 60296)	
Type of Cooling; ONAN	
Standard/Specs; IEC 60076	
General Specifications	
No-Load Loss [kW]; 1.550	
Basic Insulation Level (BIL) [kV]; HV LI 75 AC 28	
Load Loss at Principal Tap [kW]; 13.500	
Level BLK - KV; LV LI -- AC 03	
Impedance [%]; 5.0	
Regulation (ΔV) at 1.0 PF & Rated Current; 1.47%	
HV Line Current [A]; 52.49	
Regulation (ΔV) at 0.8 PF & Rated Current; 4.01%	
LV Line Current [A]; 1391.21	
Efficiency (η) at 100% Load 1.0 PF; 98.52%	
Frequency [Hz]; 50	
Efficiency (η) at 50% Load 1.0 PF; 99.02%	
Transformer Accessories	

HV Porcelain Bushing with Arcing Horn	
LV Porcelain Bushing	
Off Circuit Tap Changer (OCTC)	
Earthing Terminals (SS)	
Lugs for lifting Complete Transformer	
Transport Pulling Eyes	
Silicagel Breather	
Oil Conservator	
Rating & Diagram Plate(SS)	
Bi-Direction Roller Wheels	
Oil Filling Plug (at Conservator)	
Oil Drain Valve with Oil sampling extension	
Oil Level Indicator (Conservator Mounted)	
Double Float Buchholz Relay	
Top Oil Temperature Indicator (with contacts)	
Pressure Safety Valve	
Routine test shall be conducted as per IEC 60076 at Manufacturing Testing Lab.	
Tolerances applicable as per IEC 60076	
Warranty 01 years whole unit and minimum 3 years coils unit or manufacturer recommended warranty terms from the date of installation and commissioning.	
Pre-Delivery Inspection and Testing: The vendor may be required to submit the manufacturer's testing report/certificate and provide access to its warehouse, firm/vendor premises, or manufacturing facility for physical inspection. The Procuring Agency may conduct a pre-delivery inspection of a sample prior to shipment and delivery to the CMU Warehouse. The vendor shall facilitate such inspection and provide all necessary access, samples, records, and documentation as required by the Procuring Agency.	

<table>
<tr><td colspan="2">Name of Equipment:
11KV 630A WAPDA Industrial Protection Panel</td><td></td><td>CODE NUMBER (filled by the bidder)</td></tr>
<tr><td colspan="2">Tender Specifications</td><td></td><td>Bidder’s Specification</td></tr>
<tr><td rowspan="3">Quantity:

01 No</td><td>Manufacturer:</td><td></td><td></td></tr>
<tr><td>Type / Model</td><td></td><td></td></tr>
<tr><td>Country of Origin</td><td></td><td></td></tr>
<tr><td colspan="2">VCB Section:</td><td></td><td></td></tr>
<tr><td colspan="2">VCB 630 Amp TP, 50Hz, Draw Out (Cassette Type); Qty=01</td><td></td><td></td></tr>
<tr><td colspan="2">Rated Voltage Ur : 12Kv
Rated Breaking Capacity (BC/Isc): 25Ka
Rated Withstand Voltage (Ud): 36Kv
Rated Insulation Level (BIL/Up): 95KV
Standard : IEC 62271-100 & NTDC P44:2018
Classification : M2, E2, C2;
Mechanical Operation Counter
Manual Charging Lever for Motor Spring</td><td>Qty=01</td><td></td></tr>
<tr><td colspan="2">Shunt Closing Coil: 93VDC~121VDC</td><td>Qty=01</td><td></td></tr>
<tr><td colspan="2">Shunt Opening Coil: 77VDC~121VDC</td><td>Qty=02</td><td></td></tr>
<tr><td colspan="2">Spring Charging Motor: 240 VAC</td><td>Qty=01</td><td></td></tr>
<tr><td colspan="2">Rack-In/Rack-Out Lever</td><td>Qty=01</td><td></td></tr>
<tr><td colspan="2">Cable Section:</td><td></td><td></td></tr>
<tr><td colspan="2">Current Transformer; 12kV, 25kA, 50Hz
BIL: 12/36/95kV</td><td>Qty=03</td><td></td></tr>
</table>

Ratio : xxx/5A Metering Core : Burden: 10VA, Class: 0.5FS10		
Current Transformer; 12kV, 25kA, 50Hz BIL: 12/36/95kV Ratio : xxx/5A Protection Core : Burden: 15VA, Class: 5P20	Qty=03	
Potential Transformer; 12kV, 25kA, 50Hz BIL : 12/36/95kV Ratio : 11kV/√3 / 110V/√3 Burden: 100VA, Class : 0.5	Qty=03	
LV Section:		
Digital Multi-Function OC, EF & SC Feeder Protection Relay	Qty 01	
Trip Circuit Supervision Relay Supervision of Trip Coil in Open & Close Position Pickup Voltage: 80% of 110VDC, Rated Voltage 60~200VDC	Qty 02	
MV Relay Socket With Plug	Qty 01	
Capacitor Trip Unit, 110VAC To 110VDC	Qty 02	
Energy Meter, Combined kW+MDI & kVARh 3-Element, 3-Phase 4-Wire	Qty 01	
Analogue Amper Meter, 96x96mm, Class:1.0	Qty 01	
Analogue Volt Meter, 96x96mm, Class:1.0	Qty 03	
Volt Selector Switch, 4-Position	Qty 01	
Analogue PF Meter, 96x96mm, Cap 0.5-1-0.5, Class:1.0	Qty 01	
Digital Temperature Meter, With Temp Sensors	Qty 01	
S203-C10, MCB TP 10A Icu=10KA, IEC/EN 60947-2	Qty 02	
S202-C10, MCB DP 10A Icu=10KA, IEC/EN 60947-2	Qty 03	
S2C-H11L Auxiliary Contact 1NO/1NC, Left Side Mounting	Qty 05	
S2C-S/H6R Auxiliary/Signal Contact 1CO, Right Side Mounting	Qty 05	

PR 62J-C10, MCB DP 10A VDC, With 1NO+1NC Contact	Qty 03	
Push Button, 2NO	Qty 02	
Indication LED Light	Qty 06	
NF22E-13 100-250V50/60HZ-DC Contactor Relay, For VDC	Qty 02	
NF22E-13 100-250V50/60HZ-DC Contactor Relay, For VAC	Qty 01	
On-Delay Timer Relay with Base, 100~240VAC	Qty 01	
CT Short Terminal Block 6mm, For Protection Circuit	Lot	
CT Shorted Link 2-Way	Lot	
End Plate 4mm	Lot	
Routine test shall be conducted as per IEC at Manufacturing Testing Lab.		
Warranty 01 years whole unit or manufacturer recommended warranty terms from the date of installation and commissioning.		
Pre-Delivery Inspection and Testing: The vendor may be required to submit the manufacturer's testing report/certificate and provide access to its warehouse, firm/vendor premises, or manufacturing facility for physical inspection. The Procuring Agency may conduct a pre-delivery inspection of a sample prior to shipment and delivery to the CMU Warehouse. The vendor shall facilitate such inspection and provide all necessary access, samples, records, and documentation as required by the Procuring Agency.		

Name of Equipment: Single Core 120 mm 15kv XPLE Copper		CODE NUMBER (filled by the bidder)
Tender Specifications		**Bidder's Specification**
Quantity: 52 Meters	Manufacturer:	
	Type / Model	
	Country of Origin	
Technical Specifications		
Single core 120 mm 15kv XPLE copper 52 meter, from HT metering panel to protection cable		

Name of Equipment: Earth cable 1-core 25 sqmm bare copper conductor for Protection Panel, Transformer and HT Panel		CODE NUMBER (filled by the bidder)
Tender Specifications		**Bidder's Specification**
Quantity: 43 Meters	Manufacturer:	
	Type / Model	
	Country of Origin	
Technical Specifications		
Earth cable 1-core 25 sqmm bare copper conductor		

Name of Equipment: Earth connectivity cable	CODE NUMBER (filled by the bidder)
Tender Specifications	**Bidder's Specification**

Quantity: 45 Meters	Manufacturer:	
	Type / Model	
	Country of Origin	
Technical Specifications		
Earth connectivity cable 1-core 25 sq mm yellow green Insulated		

Name of Equipment: **Supply of 11KV Termination Kit Heat Shrink**		***CODE NUMBER (filled by the bidder)***
Tender Specifications		**Bidder's Specification**
Quantity: 04 Set	Manufacturer:	
	Type / Model	
	Country of Origin	
Technical Specifications		
Supply of 11KV termination Kit heat shrink type for the following equipment. 1. Wapda metering panel. 2. Transformer protection panel. 3. 1000 KVA transformer		

Name of Services: **Earth upto ECP**	***CODE NUMBER (filled by the bidder)***

Installation Services/Work	**Bidder's Specification**
Quantity: 01 Job	
Installation Of Services/Work	
Earth upto ECP	

Name of Services: **Execution of all the jobs from serial 1 to 7 along with the Installation of 1000 KVA transformer & 11KV transformer protection panel, laying & termination of power cables & earth cables.**	***CODE NUMBER (filled by the bidder)***
Installation Services	**Bidder's Specification**
Quantity: 01 Job	
Installation of Transfer, Protection Panel, Three 30 Feet Boring Earthing with Chemicals, Testing, Commissioning, Reports, other related documents and all related job/services etc during this project, and till to completion and functional at site.	
Execution of all the jobs from serial 1 to 7, including the supply, installation, testing, and commissioning of the 1000 KVA transformer and 11KV transformer protection panel, laying & termination of power cables, construction of three earthing pits 30 feet deep with GI Pipes and earthing chemical; earthing of the transformer, HT Panel, protection panel, and associated cables; submission of electrical drawings to the end user; and provision of one day of onsite operational training to the end user.	

Annexure 5: Bid Form/ Cover Letter/Signed & Stamped)

Date: ____________________
No:_____________________

To,

The National Coordinator,

National TB Control Programme, CMU PR-GFATM, Islamabad.

Dear Sir,

Having examined the bidding documents for ……. (Subject of Procurement) ………under procurement reference………………and all addendums where applicable, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods in conformity with the said bidding documents for the sum of

Rs.……………………………………………

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

If our Bid is accepted, we hereby agree that our Bid Security as being provided herewith this "Bid Form", will remain with the Purchaser according to Clause 14 of Instructions to Bidders.

We also agree to abide by this Bid for a bid validity period of One Hundred and Twenty (120) days from the date fixed for Bid opening under Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this __________________ day of_________________20_____.

________________________________ ____

[in the capacity of/ Designation] [signature]

Duly authorized to sign Bid for and on behalf of ___

Firm's stamp:

Annexure 6: Price Schedule

Subject of Procurement: ____________________________ Procurement Reference Number: ____________________ Name of Bidder________________________________ :

S #	Item Name	Name of the Manufacturer/ Brand	UoM	Preferred No. of Units per Pack	Offered No. of Unit per Pack	Packing Unit	Qty Req.	Total Price (exclusive of GST) PKR	Total DDP Cost exclusive of GST (PKR)	Total Price including GST (PKR)	Total DDP Cost inclusive of GST (PKR)
------	Example for filling this price schedule	-------------	Nos	01	01	Unit	2954	10.00	29,540/=	11.60 (if GST 16%)	34,266.40/=
1.	1000KVA Transformer 03-Phase step down pole mounted with, copper winding and warranty. Testing certificate as per IESCO/WAPDA. Placement of transformer 2 feet from floor/ground as per transformer size. Type 11kv/415; Branded (IESCO/WAPDA/PEC Approved).		No.	01		No.	01				
2.	Industrial Protection Panel compatible with 11kv 630-amp VCB TP, with two outgoing circuit for two different transformer 1000KVA and 400KVA (IESCO/WAPDA /PEC Approved).		No.	01		No.	01				
3.	Single core 120 mm 15kv XPLE copper 52 meter, from HT metering panel to protection cable		Meter	01		Meter	52				
4.	**Earth cable** 1-core 25 sqmm bare copper conductor for Protection Panel, Transformer and HT Panel		Meter	01		Meter	43				
5.	**Earth connectivity cable** 1-core 25 sq mm yellow green Insulated		Meter	01		Meter	45				
6.	Supply of 11KV termination Kit heat shrink type for the following equipment. 1, Wapda metering panel. 2, Transformer protection panel. 3.1000 KVA transformer		Set	HT Termination kit		Set	04				
7.	Earth upto ECP		Job	01		Job	01				
8.	Execution of all the jobs from serial 1 to 7, including the supply, installation, testing, and commissioning of the 1000 KVA transformer and 11KV transformer protection panel, laying & termination of power cables, construction of three earthing pits 30 feet deep with GI Pipes and earthing chemical; earthing of the transformer, HT Panel, protection panel, and associated cables; submission of electrical drawings to the end user; and provision of one day of onsite operational training to the end user.		Job			Job	01				

				01							
		Total Bid Value (PKR)									
		Bid Security (PKR)									

The Price Schedule is authorized by:

Signature: ____________________________ Name: ____________________________

Position: ____________________________ Date: ____________________________ *(DD/MM/YY)*

Authorized for and on behalf of:

Company: ______________________________ Stamp or seal:

Annexure 7: Delivery Schedule

Subject of Procurement: ___________________________

Procurement Reference Number:___________

Name of Bidder:_____________________
:

S #	Item Name	UoM	Preferred No. of Units per Pack	Packing Unit	Qty Req.	Exstock quantities for immediate delivery	Earliest delivery period (Weeks)	Last delivery period (weeks)
1.	1000KVA Transformer 03-Phase step down pole mounted with, copper winding and warranty. Testing certificate as per IESCO/WAPDA. Placement of transformer 2 feet from floor/ground as per transformer size. Type 11kv/415; Branded (IESCO/WAPDA/PEC Approved).	No.	01	No.	01			Delivery Time along with installation etc **with in 30 Days**
2.	Industrial Protection Panel compatible with 11kv 630-amp VCB TP, with two outgoing circuit for two different transformer 1000KVA and 400KVA (IESCO/WAPDA /PEC Approved).	No.	01	No.	01			Delivery Time along with installation etc **with in 30 Days**
3.	Single core 120 mm 15kv XPLE copper 52 meter, from HT metering panel to protection cable	Meter	01	Meter	52			Delivery Time along with installation etc **with in 30 Days**

4.	**Earth cable** 1-core 25 sqmm bare copper conductor for Protection Panel, Transformer and HT Panel	Meter	01	Meter	43			elivery Time along with installation etc **with in 30 Days**
5.	**Earth connectivity cable** 1-core 25 sq mm yellow green Insulated	Meter	01	Meter	45			Delivery Time along with installation etc **with in 30 Days**
6.	Supply of 11KV termination Kit heat shrink type for the following equipment. 1, Wapda metering panel. 2, Transformer protection panel. 3.1000 KVA transformer	Set	HT Termination kit	Set	04			Delivery Time along with installation etc **with in 30 Days**
7.	Earth upto ECP	Job	01	Job	01			Delivery Time along with installation etc **with in 30 Days**
8.	Execution of all the jobs from serial 1 to 7, including the supply, installation, testing, and commissioning of the 1000 KVA transformer and 11KV transformer protection panel, laying & termination of power cables, construction of three earthing pits 30 feet deep with GI	Job	01	Job	01			Delivery Time along with installation etc **with in 30 Days**

	Pipes and earthing chemical; earthing of the transformer, HT Panel, protection panel, and associated cables; submission of electrical drawings to the end user; and provision of one day of onsite operational training to the end user.							

The Delivery Schedule is authorised by:

Signature: ______________________ Name: ______________________

Position: ______________________ Date: ______________________

(DD/MM/YY)

Authorized for and on behalf of:

Company: ______________________ Stamp or seal:

Annexure 8. Contract Form

THIS AGREEMENT made the _____________ day of_2026 between Office of the Principal Recipient, National Tuberculosis Control Program, Common Management Unit, Blocks C,E & F, EPI Building, NIH Chak Shahzad, Islamabad (hereinafter called “the Purchaser”) of the one part and [**name of Supplier**] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain Goods and has accepted a bid by the Manufacturer/ Supplier/ Authorized Dealer/ general order supplier firm for the supply of those Goods in the sum of [contract price in words and figures] (hereinafter called “the
Contract Price”.)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 constructed as part of this agreement, viz.:

(a) The Bid Form and the Price Schedule submitted by the Bidder;

(b) The Schedule of Requirements;

(c) The Technical Specifications;

(d) The General Conditions of Contract;

(e) The Special Conditions of Contract;

(f) The Purchaser’s Notification of Award.

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

4. The supplier shall deliver all goods at mentioned place of delivery in original packing, valid warranty /service cards, product catalog/manual along with delivery challan and invoice(s).

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods 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.

6. The parties agree that this is a framework contract valid for a period of twelve (12) months from the date of signing the contract; therefore, within the contract validity period, the Purchaser may order for quantities over and above the contracted quantities provided that the product prices remain fixed.

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

Signed, sealed, delivered by________________________-_______the for the Purchaser) Signed, sealed, delivered by____the for the Manufacturer/Supplier/ Authorized Dealer/ General Order Supplier

Annexure 9: Form of Integrity Pact

Contract No____________________ Dated_ Contract Value: ________

Contract Title: ____________________

………………………………. [**name of Supplier**] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

[**name of Supplier**] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights 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.

………………………………. [name of supplier] certifies that Directors, Managing Partners, Chief Executives Officer have any relative working in CMU or worked with **CMU** during the last seven (07) years.

Name of Buyer: ……………… Name of Seller/Supplier: …………

Signature: …………………… Signature: …………………………

[Seal] [Seal]

Annexure 10: Form of Bank Guarantee as Bid Security

Guarantee No. ____________________

Executed on ____________________

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with address: ____

Name of Principal (Tenderer) with address: ____

Penal Sum of Security (express in words and figures):______________________________________

____

Tender Reference No. Date of Tender________

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

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

WHEREAS, the Employer has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Employer, conditioned as under:

(1) That the Tender Security shall remain valid for a period of 30 days beyond the period of validity of the tender;

(2) That in the event of;

(a) The Principal withdraws his Tender during the period of validity of Tender, or

(b) The Principal does not accept the correction of his Tender Price, pursuant to Instructions to Tenderers, or

(c) Failure of the successful tenderer to

(i) Furnish the required Performance Security, in accordance with the Instructions to Tenderers, or

(ii) Sign the proposed Contract Agreement, in accordance with Instructions to Tenderers, then the entire sum be paid immediately to the said Employer for delayed Completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified there for, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Tender as accepted and furnish within thirty (30) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of withdrawal of the said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

____

Guarantor (Bank)

Witness: 1 Signature_______________

1 ______________________ 2. Name ______________

___________3. Title ___________________

Corporate Secretary (Seal)

2 ________________________ ___________________

________________________ ____________________________

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

(Seal)

Annexure 11: Form of Performance Security or Guarantee

(On Non Judicial Stamp Paper of the Government of

Pakistan of appropriate value)

Guarantee No. ________________
Date of Issue ________
Date of Expiry _________
Amount Secured __________________

To:

National Coordinator, Office of the Principal Recipient, National Tuberculosis Control Program, Common Management Unit to Manage The Global Fund Grants on AIDS, TB & Malaria, Islamabad.

WHEREAS ____

"the Contractor") has undertaken in pursuance of Contract to execute
____

____ (hereinafter

called "the Contract").

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

NOW THEREFORE, we (the bank) affirm that we are
the Guarantor and responsible, on behalf of the Contractor, up to a total of Rs. ________________ (Rupees ____ only) such sum being payable in the types and proportions of such currencies in which the
Contract Price is payable, and we undertake to pay, upon first written demand and without cavil or argument, any sum or sums within the limits of Rs ____________ (Rupees__only) as aforesaid without needing to prove or to show grounds or reasons for demand of the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of items of the Contract or of the work to be performed there under or any of the Contract Documents which may be made between The Principal Recipient for The Global Fund Grant, National Tuberculosis Control Program, Islamabad and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect up to the date of issuance of Taking Over Certificate or Works i. e. up to____.

We further agree to replace this guarantee with a fresh guarantee 60 days prior to the date of expiry of the guarantee being replaced, for an amount equivalent to 50% of the amount of Performance Security valid from the date of issuance of Taking Over Certificate up to eight four (84) calendar days after issuance of Defects Liability Certificate. If the guarantee is not replaced 30 days prior to the expiry of this guarantee, The Principal Recipient for The Global Fund Grant, National Tuberculosis Control Program Islamabad shall have the right to call for encashment without any rhyme or reason.

SIGNATURE AND SEAL OF THE GUARANTOR Date _________________

Annexure 12: Undertaking

I have read the terms and conditions thoroughly regarding “Tender dated ___________________________, I hereby undertake to abide by these terms & conditions in letter and spirit.

Signature: ______________________________

Name of Authorize Person: _______________

Name of Firm & Full Address with Stamp:

____

____

Date;

Detailed Anti-Fraud and Corruption Policy

i. The purpose of this policy is to combat against fraudulent activities outlining the responsibilities of all the involved parties. The scope of this policy is to take actions if fraud or any such attempt is suspected as per the prescribed mechanism for reporting a fraudulent activity, verification or investigation of such allegation and the recovery action plan.

ii. CMU has zero tolerance for fraud and corruption, meaning thereby that CMU staff members and other individuals or parties not directly connected with CMU should not to engage in fraud or corruption related activities.

iii. For the purpose of this policy, fraudulent and corrupt practices shall be defined as under:

Fraudulent Practices: "Any illegal acts or any attempt to commit an act characterized by intentional deception, concealment, or violation of trust. Fraud covers acts or omissions involve the element of deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, manipulation or concealment of material facts and collusion. It usually involves depriving or attempt to deprive someone of something by deceit or obtaining or attempt to obtain something by deceit, which might either be straight theft, misuse of funds or other resources, or more complicated crimes such as false accounting and the supply of false information. Fraud is not restricted to monetary or material benefits but includes intangibles such as status and information."

Corrupt Practices: A corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. Corrupt practices include, but are not limited to, bribery, kickbacks and facilitation payments in connection with CMU activities or programmes.

iv. In connection with fraudulent and corrupt practices as defined above, CMU specifically forbids all employees and other individuals not directly connected with CMU from each of the following acts:

- Bribery: Engaging in any form of bribery, including offering, promising, giving, accepting or soliciting payments designed to gain any improper business advantage;

- Political Contributions: Promising, giving or soliciting contributions to political parties or to organizations or individuals engaged in politics as a subterfuge for bribery;

- Charitable Contributions: Promising, giving or soliciting charitable contributions or engaging in charitable sponsorships as a subterfuge for bribery;

- Gifts, Entertainment and Hospitality: Offering or accepting gifts, entertainment, or hospitality as a subterfuge for bribery;

- Facilitation Payments: Facilitation payments are prohibited in CMU; and

- Fiscal Impropriations: CMU does not allow unauthorized or unethical use of funds;

- Fraudulent accounting or reporting; aiding or involving in inappropriate directly or indirectly gaining unauthorized or illegal financial benefits.

v. The Anti-Fraud and Corruption Policy recognizes that CMU is at risk of loss due to fraud and corruption from within and outside. In meeting our responsibilities relating to fraud and corruption, whether attempted internally or externally, we're committed to an effective anti-fraud and corruption policy designed to:

- Encourage prevention;
- Promote detection;
- Ensure effective investigation where suspected fraud or corruption has occurred; and
- Prosecute offenders where appropriate.

vi. There is an expectation and requirement that all members, employees, consultants, contractors and service users be fair and honest and if able to do so, provide help, information and support to assist the investigation of fraud and corruption. It is responsibility of the management as well as all employees of CMU to facilitate in prevention and detection of fraud and corrupt practices and reporting the same as per prescribed criteria in the whistle-blowing policy or any other channels as may be appropriate.

vii. Where an individual makes a report under this policy in good faith, reasonably believing it to be true, no retaliation against the individual will be tolerated should the disclosure turn out to be misguided or false. The same policies shall apply to such individual as provided in this manual for whistle-blower protection.

viii. Any employee found to have been involved in fraudulent or corrupt practices shall be subject to disciplinary action as per CMU policies and if proven shall be terminated on account of gross misconduct.

ix. CMU's management as well as Internal Audit Department shall periodically review the contents of the Anti-Corruption and Anti-Fraud Policy from time to time to ensure that it reflects the best practices and shall propose to the Audit Committee/NC, those amendments and updates that contribute to the development and ongoing improvement thereof, taking into account any suggestions or proposals made by the Internal Audit or other professionals of the CMU.

x. CMU shall maintain the record of all fraud incidents (reported and suspected) along with actions taken as per prescribed fraud report register.

xi. Fraud risk assessment shall be carried out by CMU management at periodic intervals at operational and programme level to identify areas vulnerable to fraud/ corruption and to devise and implement appropriate fraud risk mitigation strategies.

Complaint or Whistle blowing of all kinds will be kept confidential.

Signature of Vendor: ____________________
Name: ____________________
Firm/Company Name: ____________________
Contact no. with Address: ____________________
____
____

TERMS OF REFERENCE (TOR)

Supply, Installation, Testing and Commissioning of One (01) 1000 kVA Distribution Transformer with 11 kV Industrial Protection Panel

1. Background

The Common Management Unit (CMU) intends to procure, install, test, commission, and energize one (01) 1000 kVA oil-immersed distribution 3 phase pole mounted transformer along with an 11 kV industrial protection panel to ensure reliable and uninterrupted electrical power supply for warehouse operations. The contractor shall complete the work in accordance with applicable IESCO standards.

2. Objective

The objective of this assignment is to supply, transport, install, test, commission, energize, and hand over one (01) 1000 kVA oil-immersed distribution transformer complete with all accessories, civil works, cable terminations, earthing system, industrial protection panel, and associated equipment in accordance with IESCO requirements and approved engineering standards.

3. Scope of Work

The contractor shall be fully responsible for providing all labor, materials, tools, equipment, transportation, supervision, testing instruments, and technical expertise necessary for successful completion of the project.

The scope shall include, but not be limited to, the following:

3.1 Supply

The contractor shall supply:

- One (01) 1000 kVA, 11KV/415, 3-phase, oil-immersed distribution transformer.
- One (01) 11 kV Industrial Protection Panel equipped with 630 Amp Vacuum Circuit Breaker (VCB).
- All transformer accessories including:
    - Conservator tank
    - Buchholz relay
    - Silica gel breather
    - Oil level indicator
    - Winding temperature indicator
    - Pressure relief device
    - Marshalling box
    - Cable boxes
    - Rating and warning plates

- HT and LT cable termination kits.
- Earthing materials.
- Copper earth electrodes and earth pits.
- Transformer oil.
- All hardware, nuts, bolts, clamps, supports, and accessories required for complete installation.

3.2 Civil Works

The contractor shall:

- Construct RCC foundation for the transformer as per size.
- Earthing pits with 30 feet depth.
- Debary clearance installation at the site.

3.3 Installation

The contractor shall carry out:

- Installation of transformer.
- Installation of protection panel.
- Installation of all accessories.

3.4 Electrical Works

The contractor shall perform:

- HV cable termination.
- LV cable termination.
- Neutral connections.
- Earthing of transformer body.
- Earthing of protection panel.
- Neutral earthing.
- Copper strip earthing.
- Interconnection between transformer and protection panel.
- Installation of danger signs and safety labels.

3.5 Testing and Commissioning

The contractor shall perform all pre-commissioning and commissioning tests including:

- Insulation Resistance (IR) Test
- Transformer Turns Ratio (TTR) Test
- Winding Resistance Test
- Oil BDV Test.
- Functional testing of protection relays
- VCB operation test

- Earth resistance test
- High Voltage testing.
- Phase sequence verification
- Protection coordination checks
- Complete functional testing prior to energization

4. Deliverables

The contractor shall submit:

- Factory Test Certificates (FAT)
- Type Test Certificates
- Routine Test Certificates
- Material Inspection Reports
- Installation Drawings
- As-Built Drawings
- Operation & Maintenance Manuals
- Warranty Certificates
- Commissioning Report
- Test Reports
- Earthing Test Report (proper boring ,copper plate earthing or copper rod earthing for transformer and protection panel.

5. Training

The contractor shall provide on-site operational and maintenance training to CMU technical staff covering:

- Safe operation
- Routine inspection
- Preventive maintenance
- Protection panel operation
- Emergency shutdown procedures

6. Warranty

The contractor shall provide a minimum **12-month warranty** from the date of successful commissioning and handover.

During the warranty period, the contractor shall replace or repair any defective equipment without any additional cost to the employer.

7. Technical Requirements

The supplied transformer shall meet the following minimum specifications:

Item	Specification
Capacity	1000 kVA
Voltage	11/0.415 kV
Frequency	50 Hz
Phase	Three Phase
Cooling	ONAN
Vector Group	Dyn11
Insulation Class	As per IEC Standards
Mounting	Outdoor
Standard	IEC / IESCO / WAPDA Standards

8. Protection Panel

The protection panel shall include:

- 11 kV, 630 Amp Vacuum Circuit Breaker (VCB)
- Over Current Protection
- Earth Fault Protection
- Digital Protection Relay
- CTs and PTs
- Trip Circuit Supervision
- Indication Lamps
- Metering Instruments
- Interlocking Arrangement
- Control Switches
- Emergency Trip

9. Standards

All equipment and workmanship shall comply with:

- IEC Standards
- IESCO Specifications
- NEPRA Regulations
- Pakistan Electrical Rules
- WAPDA Standards
- PEC Engineering Practices

10. Completion Period

The contractor shall complete the entire assignment, including supply, installation, testing, commissioning, energization, and handover, within **30 calendar days** from the date of issuance of the Purchase Order or Notice to Proceed.

11. Inspection and Acceptance

The work shall be inspected by the Employer's Representative. Final acceptance shall be subject to:

- Successful installation.
- Completion of all tests.
- Submission of all documents.
- Successful energization.
- Issuance of Completion Certificate.

12. Payment Terms

Payment shall be made upon:

- Successful completion of the work.
- Submission of all required documents.
- Successful testing and commissioning.
- Final acceptance by the CMU.

No advance payment shall be made unless specifically agreed in the contract.

13. Contractor's Responsibilities

The contractor shall:

- Ensure compliance with all applicable safety regulations.
- Arrange all tools, lifting equipment, and manpower.
- Coordinate with IESCO for approvals and energization.
- Obtain all necessary permits if required.
- Protect existing utilities and infrastructure.
- Rectify any defects during the warranty period.
- Maintain proper housekeeping at the project site.

Scope of Work

1. Objective

The Contractor shall be responsible for the complete design (where applicable), manufacture, factory testing, supply, transportation, unloading, installation, testing, commissioning, and successful handover of one (01) 1000 KVA, 11/0.415 KV, Oil-Immersed Distribution Transformer, and 11KVA Industrial Protection Panel including all associated electrical, mechanical, civil, and safety works required for a complete and operational installation.

2. Scope of Work

The contractor shall be fully responsible for providing all labor, materials, tools, equipment, transportation, supervision, testing instruments, and technical expertise necessary for successful completion of the project.

The scope shall include, but not be limited to, the following:

2.1 Supply

The contractor shall supply:

- One (01) 1000 kVA, 11KV/415, 3-phase, oil-immersed distribution transformer.
- One (01) 11 kV Industrial Protection Panel equipped with 630 Amp Vacuum Circuit Breaker (VCB).
- All transformer accessories including:
    - Conservator tank
    - Buchholz relay
    - Silica gel breather
    - Oil level indicator
    - Winding temperature indicator
    - Pressure relief device
    - Marshalling box
    - Cable boxes
    - Rating and warning plates
- HT and LT cable termination kits.
- Earthing materials.
- Copper earth electrodes and earth pits.
- Transformer oil.
- All hardware, nuts, bolts, clamps, supports, and accessories required for complete installation.

2.2 Civil Works

The contractor shall:

- Construction of RCC foundation for the transformer as per size.
- 03 Earthing pits with 30 feets depth.
- Debary clearance, installation at the site.

2.3 Installation

The contractor shall carry out:

- Installation of transformer.
- Installation of protection panel.
- Installation of all accessories.

2.4 Electrical Works

The contractor shall perform:

- HV cable termination.
- LV cable termination.
- Neutral connections.
- Earthing of transformer body.
- Earthing of protection panel.
- Neutral earthing.
- Copper strip earthing.
- Interconnection between transformer and protection panel.
- Installation of danger signs and safety labels.

2.5 Testing and Commissioning

The contractor shall perform all pre-commissioning and commissioning tests including:

- Insulation Resistance (IR) Test
- Transformer Turns Ratio (TTR) Test
- Winding Resistance Test
- Oil BDV Test (if applicable)
- Functional testing of protection relays
- VCB operation test
- Earth resistance test
- High Voltage testing (where applicable)
- Phase sequence verification
- Protection coordination checks
- Complete functional testing prior to energization

Declaration of Ineligibility for Corrupt and Fraudulent Practices and Not-Blacklisted

The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices in ITB and should not be blacklisted by any Government or non-government organization. **An affidavit duly attested by notary public shall be attached with the bidding document as evidence. The text in the body should state, "***Bidder by the names of…..………..declares not to have been barred, blacklisted, suspended by any procuring entity with regard to their professional conduct, making of false statement, misrepresentation, corruption during any procurement process or contract performance. The company is not in a procurement or contract dispute or legal proceeding with any procurement entity over the poor performance of its contract, delivery of poor quality products, failure to meet delivery schedules, failure to meet warranty claims, failure to provide timely defect replacements, failure to declare the origin and source of products. The company declares that the company no conflict of interest in participating in this procurement process and has not colluded with another vendor participating in this bid*". **The content of the text in the affidavit shall be examined for completeness**. For the conformation of blacklisting of any firm, the procuring agency will solely rely on the list available on PPRA website or Provincial PPRA websites and shall not approach any public or private organization for clarifications.

General Conditions of Contract (GCC)

Liquidated Damages	Subject to GCC, 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 Purchaser 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 Penalty for delay in supplies is 0.1428% per day or any part thereof up to initial maximum delay of 10 weeks; thereafter CMU may terminate order after total “10” weeks of delay and after that, the order will be canceled and bid performance guarantee will be forfeited to program accounts, and the firm will be Black Listed.

Special Conditions of Contract (SCC)

Liquidated Damages

i) GCC **Applicable rate**: Penalty for delay in supplies is 0.1428% per day or any part thereof up to initial maximum delay of 10 weeks; thereafter CMU may terminate order after total "10" weeks of delay and after that, the order will be canceled and bid performance guarantee will be forfeited to program accounts, and the firm will be Black Listed.

Supplier's address for notice purpose

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