

# POWER INFORMATION TECHNOLOGY COMPANY (PITC)



**TENDER DOCUMENT No: PITC/G-224(27)/02-2019**

PROCUREMENT & INSTALLATION  
OF  
3 PHASE AMR METERS  
(End to End Solution)

**Note:** Bidders are expected to examine Bidding Document carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required in the Bidding document or submission of a Bid not substantially responsive to Bidding Document in every respect would result in the rejection of the Bid.

**Director General (ISDS)**  
**402, WAPDA House, Lahore Pakistan**  
**Tel: 042-99202163, 042-99202211 Ext.2064, Fax # 042-99202799**



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# SECTION A: INVITATION FOR BIDS

## 1. Invitation to Bid

PITC, invites sealed bids from eligible bidders (original manufacturers/ authorized distributors/suppliers) registered with Income Tax and Sales Tax Departments for the supply and installation of three phase AMR meters and accessories as further described in Bill of Quantity (Annexure B) as per following schedule:

Materials Required		
-	LOT A	Three Phase AMR Meters and Accessories

### 1.1 PPRA Rules

This tender for supply and installation of three phase AMR meters and accessories will be processed strictly under public procurement rules, 2004. These may be obtained from <http://ppra.org.pk/doc.rules.pdf>. In this document, unless otherwise mentioned to the contrary, 'Rule' means Rule under the procurement rules, 2004.

### 1.2 Mode of Advertisement(s)

As per Rule 12(1) and 12(2), this Tender is being placed in national newspapers with wide circulation and online at PPRA's <http://www.ppra.org.pk> and PITC's official websites <http://www.pitc.com.pk>.

### 1.3 Type of Open Competitive Bidding

As per rule 36(b), Single Stage - Two Envelop Bidding procedure shall be followed.

### 1.4 Bidding Document

The bidding document containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee etc. can be downloaded from the PITC official website <http://www.pitc.com.pk>.

### 1.5 Bidding Process Schedule

Brief schedule of bidding process is as under:

<b>Sr. No.</b>	<b>Summary</b>	<b>Description</b>
<b>1.</b>	Recipient	DG (ISDS) PITC
<b>2.</b>	Venue	PITC Conference Room, 418 WAPDA House Lahore
<b>3.</b>	Pre-Bid Conference Date and Time	06-03-2019, 11:00 A.M
<b>3.</b>	Closing Date & Time of Bids (Technical & Financial)	19-03-2019, 11:00 A.M
<b>4.</b>	Technical Bids shall be opened in the presence of bidder or authorized representatives	19-03-2019, 11:30 A.M
<b>5.</b>	Public Opening Date & Time of Financial Bids	Technical responsive firms shall be informed to participate in the opening process of financial bids with date/time.
<b>6.</b>	Bid Money	For WAPDA/PEPCO/DISCO Registered Firms 1% of the total value of quoted cost (Please enclose bid money with financial bid envelope) For non-registered firms 2% of the total value of quoted cost (Please enclose bid money with financial bid envelope)
<b>7.</b>	Performance Security	For WAPDA/PEPCO/DISCO Registered Firms 5% of the total value of Purchase Order For non-registered firms 10% of the total value of Purchase Order
<b>8.</b>	Type of Tender	Single Stage Two Envelope
<b>9.</b>	Cost of Tender Document	Rs. 5,000/- to be deposited with FD (PITC), 401 – WAPDA House, Lahore before closing date and time
<b>10.</b>	Requirement	
	<b>10.1</b>	Electric Energy Meters - Three Phase
	<b>10.2</b>	Advanced Metering Infrastructure (AMI) Systems– End to End Solution

# SECTION B: INSTRUCTIONS TO BIDDERS

## 2. General Instructions to Bidders

### 2.1 Scope of Bid

PITC invites sealed bids for supply and installation of three phase AMR meters and accessories as specified in schedule of requirements along with technical specifications, as per Annexure-B and Annexure-E, at PITC/consignees premises.

### 2.2 Tender Document Fee

The bidding documents can be downloaded from [www.pitc.com.pk](http://www.pitc.com.pk); however, cost of tender document is PKR 5,000/- (nonrefundable) that may be deposited in cash by bidders at the O/o Finance Director PITC, 401 – WAPDA House, Lahore. The bidders will present the original receipt of tender document fee, deposited, along with sealed technical and financial bids.

### 2.3 Eligibility of Bidders/Bids/Goods/Services

The eligibility of bidders, bids, goods or services will be evaluated in line with following clauses:

#### 2.3.1 Bidders:

This Invitation for Bids is open to all original manufacturers/their authorized agents/suppliers and in case of imported goods their authorized agents/ importers/suppliers in Pakistan for supply of goods/software/services who:

- i) have registered/incorporated company/firm in Pakistan with relevant business experience of at least five (05) years as on closing date for tender submission;
- ii) is registered with Tax Authorities as per prevailing latest tax rules (Only those validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- iii) has valid registration of General Sales Tax (GST) & National Tax (NTN) Numbers;
- iv) must be involved in sales or supply business of AMR Meters for last 03 years;
- v) has authorization of principal manufacturer;
- vi) has not been blacklisted or under a declaration of ineligibility for corrupt and fraudulent practices by any provincial or federal government department, agency, organization or autonomous body or private sector organization anywhere in Pakistan (submission of undertaking on legal stamp paper, as per 'Annexure-A');
- vii) has required relevant qualified and enough strength of technical staff to fulfill the requirement of assignment;
- viii) has office(s) at Lahore and Rawalpindi/Islamabad.

**Note:** Verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance will lead to disqualification

### **2.3.2 Bids:**

Any bid not received, as per terms and conditions laid down in this document, is liable to be ignored. No offer shall be considered if:

- received without bid money,
- received after the date and time fixed for its receipt,
- tender document and the bid are unsigned,
- offer is ambiguous,
- offer is conditional i.e. advance payment, or currency fluctuations etc.,
- offer is received by a telegram,
- offer is received with shorter price validity and longer delivery period than asked in this document,
- offer is for store/items not conforming to the specifications indicated in the tender inquiry.

### **2.3.3 Goods or Services:**

All goods and related services to be supplied under the contract shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, installation, after sale service/support and trainings etc.

## **2.4 Corruption and Fraud**

- i) The Government of Pakistan defines Corrupt and Fraudulent Practices as "corrupt and fraudulent practices" which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty".
- ii) Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

## **2.5 Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its bid, 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.

## **2.6 Joint Venture / Consortium**

Joint venture/consortium is eligible for this tender.

## **3. Special Instructions to Bidders**

### **3.1 Bidding Document Contents**

#### **3.1.1 Contents of bidding document**

- i) The goods required, applicable bidding procedures and Contract Terms are prescribed in this Bidding Document. In addition to the Invitation for Bids, this Bidding Documents include: (a) Instructions to Bidders (ITB) (b) Schedule of Requirements (c) Technical Specifications (d) Evaluation Criteria (e) Bid Forms (including technical forms and financial forms) (f) Draft Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract, and Integrity pact.
- ii) The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and PITC shall be written in English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

#### **3.1.2 Clarification(s) on Bidding Document**

The potential bidders requiring clarification(s) on bidding document may notify PITC at the address [dgisds@pitc.com.pk](mailto:dgisds@pitc.com.pk). All queries received till 05 of March, 2019 will be reviewed and responded in the pre-bid conference on 06 of March, 2019 at PITC conference room, 418 – WAPDA House, Lahore. No other query will be entertained after the pre-bid conference. The responses of PITC (including an explanation of the query but without identifying the source of inquiry) shall also be uploaded on the company's website: [www.pitc.com.pk](http://www.pitc.com.pk).

#### **3.1.3 Amendment(s) on Bidding Document**

- i) At any time prior to deadline for submission of bids, PITC, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, may modify bidding document by amendment(s). The amendments incorporated will be published/notified on company's website: [www.pitc.com.pk](http://www.pitc.com.pk) and same shall be binding to all bidders.
- ii) In order to allow prospective bidders reasonable time to take into account amendment(s) in preparing their bids, PITC, at its discretion, may extend deadline for the submission of bids.

### **3.2 Bidding Procedure**

#### **3.2.1 Governing Rules**

The bidding procedure shall be governed by PPRA rules 2004, issued and amended time to time by the Public Procurement Regulatory Authority (PPRA). The bidding procedure is also governed by PPRA rule 36 'Procedures of Open Competitive Bidding' sub-rule (b) 'Single stage - Two Envelop procedure'. Bidders are advised to refer to the section-A, sub-sections 1.1, 1.2, 1.3 and 1.5.

### **3.2.2 Bidding Procedure**

The bidding procedure prescribed in the Invitation for Bids is explained herein below:

#### **Single Stage: Two Envelope Procedure**

- i) The bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Bid and the Technical Bid;
- ii) The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked as "TECHNICAL BID" shall be opened at the Conference Room, 418 – WAPDA House Lahore on the date/time fixed in the Invitation for Bids (IFB) in the presence of the bidders or their authorized representatives, who may choose to be present.
- iv) The envelope marked as "FINANCIAL BID" shall be retained in the custody of PITC without being opened;
- v) Mention exact brand, model and part No. of quoted items and their supporting accessories;
- vi) The PITC shall first establish the "Eligibility" and then evaluate the technical Bids conforming the compliance of offered technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any bid which shall not conform to the specified requirements;
- vii) During the technical evaluation no amendments in the technical bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- viii) The "FINANCIAL BIDS" of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance within the bid validity period;
- ix) The Financial Bid of ineligible and/or technically nonresponsive bidders shall be returned un-opened to the respective bidders subsequent to the announcement of "Bid Evaluation Report" (BER); and
- x) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

### **3.3 Preparation of Bids**

#### **3.3.1 Documents Comprising of Bids**

- i) The bid shall comprise of bid forms, duly signed by the authorized personnel along with company stamp, and all those documentation that are prescribed for the eligibility of the bidders and goods/services that are found necessary and highlighted in the bid forms.
- ii) The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific

characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

- iii) The tenders prepared by the bidders should comprise of the following documents;
  - a. Covering letter
  - b. Receipt of tender document cost
  - c. Bid Money
  - d. Bill of quantities provided with tender document duly filled, signed and stamped
  - e. All certificates as per clause 4
  - f. All required certificates/statements mentioned in this document
- iv) Forms available in DDS Document (Annexure F and Annexure G), need to be filled in by the vendor. Any conflicting value in DDS document will be superseded by PITC Tender Document.

### **3.3.2 Bid Prices**

- i) The bidder shall quote unit prices and total price (inclusive of all taxes and duties where applicable) as per price schedule, prescribed in this bidding document, of goods/services, he proposes to supply under contract on FCS basis (Free delivery at Consignee's Store) basis. If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties. The bidder shall be responsible for all new taxes, if any, levied by the Government until completion of the contract.
- ii) The benefit of exemption from or reduction in the taxes and duties shall be passed on to PITC.
- iii) Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected.
- iv) While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- v) Form prescribed for quoting of prices, should be typed and printed on the bidder's letterhead. Any alteration/correction must be initialed.
- vi) The bidder should quote prices of goods according to the technical specifications as provided in BOQ of this bidding document. The technical specifications of goods, different from the required specifications, shall straightaway be rejected.

### **3.3.3 Bid Currency**

Prices shall be quoted in Pak Rupees.

### **3.3.4 Supporting Documents**

The bidder shall provide leaflets/brochures/catalogs of quoted products with the bid.

### **3.3.5 Bidders Eligibility Documents**

Bidder shall furnish, as part of its bid (with bid form & price schedule) the documentary evidence mentioned in eligibility criteria Section D for the

bidder's eligibility and its qualifications to perform the contract if his bid is accepted:

- bidders/manufacturers (plant of manufacturing)/supplier must have at least 5 years design and manufacturing experience of similar goods/equipment with the same or higher rating and capacity and 5 years of successful continuous operational experience of such goods/equipment having proper outlet/office. In case of JV, at least one partner should fulfill the said manufacturing experience pertaining to the individual's obligation(s) in respect of manufacturing as per JV agreement between the parties (JV agreement shall be provided with the bid),
- duly authorized by Manufacturer/Principal of Leading Brands (Authorization Letter shall be provided),
- registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR,
- Affidavit duly attested by the Oath Commissioner/Notary Public to the effect that the respective bidder is not black listed by any Government (Federal, Provincial or Local) or a public-sector organization (as per Annexure-A).

### **3.3.6 Bid Security**

- i) The bidder shall furnish, as part of its bid, a bid security as mentioned at **Sr. No 6 of clause 1.5** in PKR, in the shape of pay order/demand draft/call deposit in the name of PITC, WAPDA House, Lahore. The unsuccessful bidder's bid security shall be discharged or returned soon after the announcement of successful bids.
- ii) The bid security (in the shape of pay order/demand draft/call deposit) shall be enclosed with in the 'Financial Bid' sealed envelope.
- iii) The successful bidder's bid security shall be discharged upon signing the rate contract or successful delivery of goods, furnishing performance/bank guarantee and confirmation of performance/bank guarantee by PITC from the Bank of the successful bidder.
- iv) The bid Security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity; or (b) In the case of a successful bidder, if the bidder fails to sign the contract or fails to provide a performance security (if any).

### **3.3.7 Bid Validity**

- i) The bid shall remain valid for 90 days after the date of opening of technical bid as prescribed by PITC. A bid having validity for a shorter period shall be rejected by PITC as non-responsive.
- ii) The PITC shall be under an obligation to process and evaluate the bid within stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii) The bidders who; (a) agree to the PITC request for extension of bid validity period shall not be permitted to change the substance of their

bids; and (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

### **3.4 Submission of Bids**

#### **3.4.1 Sealing and Marking**

- i) The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the bid/bids in separate envelopes.
- ii) The envelopes shall then be sealed in an outer envelope.
- iii) The inner and outer envelopes shall: (a) be addressed to the PITC at the address, and (b) Bid Reference No. given, and a statement: 'DO NOT OPEN BEFORE' the time and the date specified, in the Invitation for Bids for opening of Bids.
- iv) The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as 'non-responsive' or 'late'.
- v) If the outer as well as inner envelope is not sealed and marked as required, PITC shall assume no responsibility for the bid's misplacement or premature opening.
- vi) The bids must be delivered by hand or by courier so as to reach on the date and time prefixed in the Invitation for Bids at:

**O/o Director General (ISDS), PITC**

402 – WAPDA House, Lahore

Tel: 042-99202163, 042-99202211 Ext.2064

- vii) Bids submitted through telegraph, telex, fax or email shall not be entertained.

#### **3.4.2 Submission Deadline**

- i) Bids must be submitted by the bidder and received by the PITC on/or before **19-03-2019, 11:00 AM**. Bids received later than the time and date specified will stand summarily rejected.
- ii) The PITC, at its discretion, may extend the prescribed deadline for the submission of bids by amending bidding documents in accordance with sub-section 3.1.3, in which case all rights and obligations of PITC and bidders previously subject to the deadline shall thereafter be subject to deadline as extended.

#### **3.4.3 Submission Deadline**

Any bid received by PITC after the deadline for submission of bids prescribed by PITC pursuant to sub-section 3.4.2 shall be rejected and returned unopened to the bidder.

#### **3.4.4 Withdrawal of Bids**

- i) The Bidder may withdraw its bid after bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.
- ii) No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the bid Security submitted by the bidder, pursuant to the sub-section 3.3.6.

### **3.5 Bids Opening and Evaluation**

#### **3.5.1 Open and Evaluation of Technical/Finance Bids**

- i) 'Technical Bids' received, shall be opened by PITC publicly in the presence of bidders or their representatives who may choose to be present on **19-03-2019, 11:30 AM**. No Technical Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the bidders.
- ii) All Bidders in attendance shall sign an attendance sheet.
- iii) Evaluation of the submitted bids will be made on lot basis.
- iv) Prior to detailed evaluation, PITC shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically sub-section 3.3.3 and 3.4. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical bids and bid security for financial bids. PITC determination of a bid's responsiveness will be based on contents of the bid itself.
- v) The Technical Bids shall then be evaluated conforming compliance of the offered item's technical specifications with the demanded ones.
- vi) The Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be opened publicly on a specified date, time and venue which shall be communicated to the bidders at the time of opening of technical bids.
- vii) The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the bidder, items bided for and unit prices and total amount of the bid (if applicable). PITC may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).
- viii) In 'Financial Bids' the arithmetical errors shall be rectified on the following basis:
  - If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
  - If bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited.
  - If there is a discrepancy between words and figures, the amount in words shall prevail.

#### **3.5.2 Bids Rejection**

- i) PITC may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. PITC may upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- ii) Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure shall result in summary rejection of entire bid of the concerned bidder.
- iii) Conditional or incomplete bid/bids shall be rejected.

- iv) Bid/bids received with over-writing, cutting and doubtful figures shall be rejected.
- v) PITC incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards bidders who have submitted bids.
- vi) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.
- vii) Competent authority reserves the right to accept or reject any offer or a part thereof or increase/decrease quantity to any extent without assigning any reason. The offer received incomplete or not in accordance with the conditions/specifications will not be entertained. Bid offered is likely to be ignored if: -
  - a. The tender is unsigned (all pages should be signed)
  - b. It is received after the time and date fixed for its receipt
  - c. Offer is ambiguous or conditional
  - d. The offer is from a firm who is blacklisted by PEPCO, DISCOS, WAPDA or any other government organization, or is in litigation with any government organization or is defaulter in any previous order and/or contract
  - e. The offer is unsolicited
  - f. The bid is not accompanied with full earnest money

### **3.5.3 Re-Bidding**

- i) If PITC rejected all bids in pursuant to sub-section 3.5.4, it may call for a re-bidding.
- ii) PITC before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

### **3.5.4 Announcement of Evaluation Report**

- i) Announcement of Evaluation Report will be as per PPRA rules 2004.

### **3.5.5 Contacting Procurement Agency**

- i) No Bidder shall contact PITC on any matter relating to its bid, from the time of bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of PITC, it should do so in writing.
- ii) Any effort by a bidder to influence PITC in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of bid. Canvassing by any bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

## **3.6 Award of Contract**

### **3.6.1 Acceptance of Bid/Award Criteria**

The Bidder, whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section D, being technically qualified and having lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the contract, within the original or extended period of bid validity.

**Note:** The purchaser is not bound to accept the lowest offer fulfilling the requisite criteria. The reasons for rejecting the lowest or any offer shall not necessarily be communicated.

### **3.6.2 Variation in Quantity**

The PITC reserves the right at/after the time of award of contract to increase or decrease, quantities of goods as originally specified in Schedule of Supplies without any change in unit price or other terms and conditions.

### **3.6.3 Performance Security**

- i) The successful bidder shall deposit performance security as mentioned at **Sr. No 7 of clause 1.5**, in shape of bank draft or bank guarantee issued by any scheduled bank, in favour of indenter/consignee with minimum validity period until the expiry of warranty period, support period or termination of services or fulfillment of all obligations under contract whichever is later. The same shall be released after expiry of warranty period.
- ii) The performance security shall be payable to indenter/consignee in case if bidder fails to fulfil the obligations under the contract or violates any of the terms and conditions of the contract.
- iii) The performance security is not applicable for consumable items.

### **3.6.4 Notification of Award / Letter of Acceptance (LoA)**

- i) Prior to the expiration of the period of bid validity, PITC shall notify to the successful bidder in writing that his bid has been accepted. This letter is termed as Letter of Acceptance.
- ii) The notification of award shall constitute the formation of contract between PITC and the successful Bidder.
- iii) A Service level agreement (SLA) between the indenter/consignee and successful bidder will be signed to ensure defined call logging procedure, guaranteed response time, availability of alternative equivalent machine.

## **3.7 Goods Inspections**

### **3.7.1 Inspection and Test**

- i) A joint inspection of the equipment being supplied shall be carried out by CEO (PITC) or his representative and indenter/consignees or their authorized representatives and representative from NTDC at firm's premises. The detailed physical examination of stocks will be carried out and any item if found not according to the approved technical specifications etc. will be rejected.
- ii) Supplier shall deposit 0.3% (service charges for joint inspection) in the account of PITC of the purchase orders placed against the rate contracts executed by PITC.
- iii) The supplier has to arrange one complete set of equipment offered (hardware), if asked for demonstration and inspection in the office of Chief Executive Officer (PITC), WAPDA House, Lahore before issuance of Purchase Order. The equipment, which does not meet the technical specifications, can be rejected and the offer can be declared as technically nonresponsive.
- iv) The Inspection Committee of PITC will carry out detailed physical examination of stocks and can reject, any item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.

### **3.8 Packing of Goods Delivered**

#### **3.8.1 Packing & Accessories**

All the items to be provided in proper company packing with brochures and CDs.

### **3.9 Transportation**

#### **3.9.1 Transportation and Delivery Requirements**

- i) The bidder shall arrange transportation of Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii) All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

### **3.10 Disputes**

#### **3.10.1 Resolution of Disputes**

The Parties shall attempt in good faith to amicably resolve any dispute through senior levels of management. Any dispute which is not resolved within 30 days shall be resolved by a sole arbitrator in accordance with provision of the Arbitration Act 1940.

## SECTION C: SCHEDULE OF SUPPLIES AND PAYMENT

### 4. Supplies of Equipment

#### 4.1 Equipment Delivery

The equipment shall be delivered and installed in accordance with the following schedule of requirements:

Sr.	Milestone	Time Period
1.	Supply of Equipment	Within one month (in PITC stores as per address mentioned in purchase order) from date of issuance of purchase order; however, in case of importable equipment to be shipped from abroad, delivery period can, however be allowed up to 45 days.
2.	Delivery Place	Meters will be delivered in PITC Store Room (Address will be mentioned in Purchase Order)
3.	Installation of Equipment	Meters will be installed on existing 11 KV panels in series with the existing meters already installed, using same CT/PT, under the supervision of the Grid In-charge/nominated person by indenter/DISCOs. Vendor is required to provide all materials and labor whereas Grid staff will assist them in installation. Installation drawing will be provided by PITC.
4.	SIMS	GSM SIMS will be provided by PITC
5.	Software & Server	Already deployed in PITC Office WAPDA, Hose, Lahore

### 5. Late Delivery Penalty

#### 5.1 Liquidated Damages upon Late Delivery of Supplies

The supplies shall be delivered in accordance with the Purchase Order to be issued by consignees/PITC in the execution of PITC's contracts. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
<b>For Non-Imported Goods</b>		
Without penalty	30 days	30 days
With penalty @ 1% per day after 30 days of issuance of Purchase Order up to maximum of 10% of the total purchase order value.	10 days	35 days
<b>For Imported Goods</b>		
Without penalty	45 days	45 days

With penalty @ 1% per day after 45 days of issuance of Purchase Order up to maximum of 10% of the total purchase order value.	10 days	55 days
---	---------	---------

## 5.2 Failure to Delivery

Failure to supply items within stipulated time period will invoke a penalty as specified in sub-section 5.1; however, in case of failure to delivery, Call Deposit (CDR) amount may be forfeited and the company will be blacklisted and will not be allowed to participate in future tenders as well.

## 6. Terms of Payment

### 6.1 Payment

- a. Payment of supplied AMR meters (Item A-1) will be made directly by consignees/PITC within thirty days, from the date of receipt of invoice, on production of following documents:
  - i) Invoice in triplicate having NTN.
  - ii) GRN (Goods Receipt Note) issued by the consignee.
  - iii) Joint Inspection Report.
  - iv) Warranty Certificate as per sub-section 7.1 (xiv).
  - v) Service Level Agreement signed by purchaser/indenter and vendor.
  - vi) Sales Tax Invoice (if not exempted) or attach exemption certificate.
  - vii) Non-payment certificate.
  - viii) Performance Security Receipt Certificate (otherwise performance security will be deducted from the submitted invoice).
  
- b. Payment of installation/replacement of new/defective AMR meters along with supply of allied material (Item A-2) will be made directly by consignees/PITC, on the completion of work ordered on when and where required basis (within one year from the date of award of contract), within thirty days, from the date of receipt of invoice, on production of following documents:
  - i) Invoice in triplicate having NTN.
  - ii) GRN (Goods Receipt Note) issued by the consignee.
  - iii) Joint Inspection Report.
  - iv) Warranty Certificate as per sub-section 7.1 (xiv).
  - v) Sales Tax Invoice (if not exempted) or attach exemption certificate.
  - vi) Non-payment certificate.

**Note:** The bill will either be passed or rejected with in fifteen days of the date of submission. Objection on the bill shall be raised only once and not in piece meals.

## **SECTION D: EVALUATION CRITERIA**

### **7. Evaluation Criteria**

#### **7.1 Bidder's Evaluation Criteria**

Bidder as a part of his bid shall provide the following depending upon applicability:

- i) Company profile
- ii) NTN Certificate
- iii) GST Certificate
- iv) On Active Tax Payers List of FBR
- v) Registration/Incorporation/Business Certificate and number of business years in Pakistan.
- vi) Minimum three (03) years' experience in supply and installation of AMR meters along with list of clients to whom the bidder has done or been doing business during last 03 years along with their Names, Addresses and Phone Numbers.
- vii) A list showing the location of head office along with those of branch offices.
- viii) A list of technical expertise and qualified maintenance engineers/staff to handle the hardware maintenance task efficiently along with their qualification.
- ix) Bid Validity period of 90 days.
- x) Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/Ministry (Annexure-A).
- xi) Complete specifications with supporting document, brochures of the offered items. If specifications do not meet the tender requirements; offered material shall not be entertained.
- xii) A certificate describing the guaranteed response time after a hardware failure when the complaint is logged within the warranty period.
- xiii) A clear written commitment to the effect that if any component of equipment supplied is damaged during warranty period it shall be replaced with the same or superior compatible component.
- xiv) List of consumables/exclusives (where applicable) which are not covered under warranty.
- xv) Manufacturer's authorization certificate, if authorized.

#### **7.2 Bid's Evaluation Criteria**

- i) Technical bids will be evaluated as per given criteria in sub-section 7.3. The bidder will be declared technically qualified if score of technical factors  $\geq 70\%$ .
- ii) Financial bids will be opened only of those bidders who are technically responsive.
- iii) The tender will be awarded to the financial lowest bidder.

### 7.3 Technical Evaluation Criteria

The technical evaluation will be done on the basis of following parameters for eligibility of the Bidder:

Sr.	Factors	Max. Score				
I.	Registration/Incorporation/Business Certificate and number of business years in Pakistan	Mandatory				
	Min 3 years of AMR meters supplies and services experience	Mandatory				
	Valid Income Tax Registration	Mandatory				
	Valid General Sales Tax Registration (Active with FBR)	Mandatory				
	Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/ Ministry (Annexure-A)	Mandatory				
	Compliance to technical specifications of tendered goods	Mandatory				
	Compliance to schedule of supplies	Mandatory				
	Manufacturer's authorization certificate	Mandatory				
	Warranty certificate (sub-section 7.1 (xiv))	Mandatory				
	Prototyping certificate for DDS-50:2007, DDS-98:2011, DDS-110:2012	Mandatory				
	<b>Compliance of meter data with the Universal Data Integration Layer (UDIL) Annexure-K</b>	<b>Mandatory</b>				
II.	<b>Company Profile</b>	<b>15</b>				
i.	Type of Company Pvt. Limited = 5 marks Partnership = 3 marks Proprietary = 2 marks	5				
ii.	AMI Experience with DISCOs * each DISCO = 1.25	5				
iii.	Age of Company (Min. Five years) * (1/2 mark per year)	5				
III.	Financial Strength (Clause 8.1)	<b>7</b>				
IV.	Production Capacity (Clause 8.2)	<b>10</b>				
V.	<b>Technical Responsiveness of Quoted Item(s)</b> <b>A List of Clients</b> (other than WAPDA/PEPCO/PITC/DISCOs /NTDC) to whom the bidder has done or been doing business during last 3 years along with their Names, Addresses, Phone Numbers. List is to be provided bifurcating in following <b>Slabs</b> : < than 50 million (7 marks) 50 million to 100 million (15 marks) > 100 million (20 marks)	<b>20</b>				
VI.	<b>Understanding/100% Compliance of DSS Standards</b>	<b>30</b>				
i.	DDS-50:2007 DDS-98:2011 DDS-110:2012					
	ii. Additional Features, if any, Other than mentioned in DDS Standards	<b>3</b>				
VII.	<b>Previous History of Executing similar Projects</b> * each project = 2.5	<b>5</b>				
VIII.	<b>Qualified Staff Position of Firm (attach list), Certified with principal will be given preference. (Max 10 points):</b>	<b>10</b>				
Sr.	Name		Post	Qualification	Total Experience	Experience with present Employer
<b>Max. Score :</b>						<b>100</b>

## SECTION E: EXPLANATIONS

### 8. Explanation

#### 8.1 Financial Strength

Bidder as a part of his bid shall provide the following depending upon applicability:

i) **Historical Financial Performance**

The manufacturer/supplier should have sound financial status. In order to determine the same, the manufacturer/supplier shall provide its up to date financial statements i.e. audited balance sheet, income statement and cash flow statements for the last 3 years (three years). The difference between cash in hand and short term liabilities should be adequate enough for smooth execution of this order (if placed on it) and the bidder's net worth calculated as a difference between total assets and total liabilities must be positive for the last 3 years. The cash flow for the last three years should also be positive.

ii) **Financial Resources**

A bidder/members of JV (jointly) has to have sufficient financing sources, liquid assets, unencumbered real assets, lines of credit and other financial means available to meet the total cash flow demands of the contract.

To be awarded a contract, bidder/members of JV (jointly) has to demonstrate its/their availability to at least amount equal to:

- a. ninety percent (90%) of the total Contract price, and
- b. the overall cash flow requirements for this contract and its current works commitment.

iii) **Financial Credentials**

a. To prove the financial healthiness, the bidder shall submit with the bid its financial statements i.e. balance sheets and cash flow statements for the last three years duly audited by an independent auditor.

b. To substantiate healthiness of the financial credentials the local bidder must submit income tax returns and sales tax returns, for the last three years, submitted to Federal Bureau of Revenue (FBR), Pakistan. Please note that all financial documents submitted by the bidder shall be shared/verified by FBR. Submission of incorrect financial documents shall be considered as a corrupt practice/criminal offence.

GST Certificate

#### 8.2 Supply Capacity

In order to ensure the smooth and timely execution of the order, the manufacturer will indicate its manufacturing capacity, which should be enough to accommodate this order (if placed on it) as per tender requirements. The manufacturer shall provide the following information with the bid to establish its capacity/capability to execute the order:

- i. Manufacturing Capacity

- ii. Orders in hand
- iii. Expected orders in pipe line
- iv. Implementation schedule of the orders in hand

The manufacturing capacity of the bidder should be at least equal to orders in hand plus expected orders in pipeline and this order (if placed on it).

### **8.3 Manufacturing Experience**

- i. To be awarded a contract, the bidders/manufacturers (plant of manufacturing)/supplier must have at least 5 years design and manufacturing experience of similar goods/equipment with the same or higher rating and capacity and 5 years of successful continuous operational experience of such goods/equipment. In case of JV, at least one partner should fulfill the said manufacturing experience pertaining to the individual's obligation(s) in respect of manufacturing as per JV agreement between the parties (JV agreement shall be provided with the bid)
- ii. In this context, satisfactory **operational certificates** from the clients/utilities indicating their names, addresses, fax numbers, web-site and e-mail addresses must be submitted with the bid. For verification of the past performance as a part of pre-qualification, the purchaser may ask for the copies of the contract agreement for the equipment indicated in the supply record of the bidder pertaining to the specified and comparable equipment during the bid evaluation.

### **8.4 Joint Venture**

The Joint Venture between two local companies or between local and a foreign company must be formed legally as per rules of Security and Exchange Commission of Pakistan (SECP). All the legal requirements and approvals of the concerned authorities shall also be submitted with the bid.

## **SECTION F: ACQUISITION**

### **9. Acquisition**

In order to maintain its business functions through already established seamlessly integrated enterprise level application, PITC has decided to float tender on behalf of all DISCO's for procurement of AMR meters which are 100% compliant to MDC already functional and installed at PITC Network Operations Center (NOC), WAPDA House, Lahore. It will be responsibility of vendor to install the AMR meters when and where requirement arises against newly energized feeders, replacement against burnt/defective AMR meter.

AMI Infrastructure already established as per following standards issued by Design & Standards department of National Transmission and Dispatch Company (NTDC);

- a. DDS-50: 2007 3 – Phase Multirate (TOD/TOU) Solid – State Energy Meters kWh (CLASS – 1) kvarh (CLASS – 2)
- b. DDS-98: 2011 Specification Advanced Metering Infrastructure (AMI)
- c. DDS-110: 2012 Meter Data Collection (MDC) Server to be used in Advanced Metering Infrastructure (AMI)

**ANNEXURE-A: AFFIDAVIT OF LEGITIMATE BIDDER**

**Undertaking**

We, [**Name and Address of Bidder**], do hereby declare on solemn affirmation that:

- I. We have not been black listed from any Government Department/Agency
- II. We have not been involved in litigation with any client during the last 5 years
- III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document
- IV. We understand that PITC shall have right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s)
- V. We understand that PITC shall have right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept/reject any or all tender(s), cancel/annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Bidders of the grounds for the PITC's action, and without thereby incurring any liability to the Bidder and the decision of the PITC shall be final
- VI. We certify that prices quoted to PITC against Tender Items are not more than the prices charged from any other Purchasing Agencies in the country and in case of any discrepancy, the bidder hereby undertakes to refund the prices charged in excess

Dated\_\_\_\_\_.

**BIDDER:**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Designation\_\_\_\_\_

Address \_\_\_\_\_

**WITNESSES:**

Signature\_\_\_\_\_

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

CNIC # \_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**ANNEXURE-B: LOT – A TECHNICAL SPECIFICATIONS – AMR METERS**

<b>AMR METERS</b>					
<b>Brands:</b>			<b>On FCS Basis</b>		
<b>Sr.</b>	<b>DESCRIPTION</b>	<b>Est. QTY</b>	<b>Part No. (Where Applicable)</b>	<b>Unit Rate (PKR)</b>	<b>Unit Rate (PKR)</b>
<b>A-1</b>	HT type CT & PT operated, 3 phase, 4 wire, 3 element, 3x63.5/110V, 5/10 Amp, 50 Hz, Accuracy Class 0.5s – Energy Meters along with internally mounted GSM/GPRS Communication Modules for remote metering system conforming to DDS-50: 2007 and DDS-98: 2011 amended to date.	<b>2,050</b>			
<b>A-2</b>	<p>Installation of new AMR Meters/Replacement of existing defective/damaged AMR Meters along-with supply and installation hardware such as painted mild steel frame, insulated glands, PVC insulated copper control cables (2.5mm<sup>2</sup> and 4mm<sup>2</sup>). nuts, washers, cable ties, sealing wire/bits including transportation of material and installation of meters on when and where required basis over a period of 12 months from the date of signing of contract (at all Grid stations) of all DISCO's.</p> <p><b>Note 1:</b> Following activities are pre-requisite to installation of meters at Grids;</p> <ul style="list-style-type: none"> <li>➤ SIM allocation to meters</li> <li>➤ Meter configuration</li> <li>➤ Meter creation on MTI Galaxy</li> <li>➤ Communication testing</li> <li>➤ Meter installation</li> <li>➤ Live communication testing</li> <li>➤ Data validation</li> <li>➤ Preparation of job card</li> <li>➤ Snapshots along-with latitude and longitude before and after installation</li> <li>➤ Addition of complete details of connection like meter serial number, grid name, power</li> <li>➤ transformer rating, incoming/outgoing feeders, feeder code, CT ratio, PT ratio and grid personnel contact numbers</li> </ul> <p><b>Note 2:</b> The HT Type AMR meter will be installed on the top of 11kV incoming and outgoing panel in series with the existing grid meters by using existing 11kV CTs and PTs.</p>	<b>2,050</b>			

**Note:**

- I. Specifications must be equivalent to above or higher/the latest.
- II. Warranty for 03 years with parts and labor for all hardware.

## **ANNEXURE-C: PROJECT BRIEF**

The Power Information Technology Company (PITC) being the part of the system and technology provider for all the DISCOs for multiple ICT solutions will be an enabler of the solution in order to ensure the uniformity and smooth transfer of technology to each end user i.e. DISCO. The LDIP was first of the kind implementation of AMI technology, initiated by PITC and sponsored by USAID Power Distribution Program to monitor load and losses at grid and feeder level.

The main objective of the LDI Project was to mitigate the instances of unplanned load shedding by improving visibility into the load consumption and distribution trends of the energy sector. To provide near real time monitoring of load data, smart energy meters were deployed on Incoming and Outgoing feeders of more than 750 Grid Stations all around Pakistan. The meters were installed on all 11kV incoming and outgoing feeders of more than 800 Grid Stations all around Pakistan, including Small Power Producers (SPP)/ Captive Power Producers (CPP), Small Hydel Power Stations (SHPS), B-4 & C-3 Consumer Grids. The meters installed at Incoming side of DISCO grids, SPP, CPP, SHPS, B-4 & C-3 consumer grids communicate load data on near real time basis and the meters installed on Outgoing side communicate load data after every 15 minutes interval. Simultaneously, on/ off status of the feeders with time is also being monitored / indicated. A Meter Data Collection (MDC) software collects the metering data and makes it available to National Power Control Center (NPCC) and different utility Power Dispatch Centers (PDCs). The implemented solution has helped NPCC to retrieve live data for better management and allocation of load quota to each utility.

In order to provide continuous support and extend the LDI project , 2050 GSM/GPRS enabled HT Type, AMR Energy Meters are required for current and future needs of 10 DISCO's which will be installed on newly energized/bifurcated 11kV Incoming and Outgoing feeders and will be used for replacement against defective/burned AMR meters on 800 Grid Stations all around Pakistan (where requirement arises), including Small Power Producers (SPP)/Captive Power Producers (CPP), Small Hydel Power Stations (SHPS), B-4 & C-3 Consumer Grids. These meters installed at Incoming side of DISCO grids, SPP, CPP, SHPS, B-4 & C-3 consumer grids will communicate load data on near real time basis and the meters installed on Outgoing side will communicate load data after every 15 minutes interval as well as on/off status of the 11KV feeders will be communicated on real time basis. Moreover, AMR meters data must be compliant to universal data integration layer (UDIL) developed by PITC for multivendor compliance.

**ANNEXURE-D: TERMS OF REFERENCE AND TECHNICAL REQUIREMENTS –  
LOT-A**

The requirements set forth in this BID are based on specifications currently envisioned. The bidders will have to demonstrate that the AMR meters quoted is 100% compliant to MDM working in current LDIP setup established in PITC (NOC). It is anticipated that certain modifications, adjustments or additions may be required. Bidder should, therefore, use the descriptions of the AMR meters and accessories required for installation of meters as minimal essential requirements, not as an exhaustive or fixed list of all specifications. Each Bidder is strongly encouraged to demonstrate in its Bid any requirements, features or services that such Bidder believes is necessary or advisable, in addition to or in lieu of, those specifically identified in this BID. Most of the requirements will be finalized in pre-bid conference.

The sections that follow describe the Company's requirements for inclusion in the Bid. The bidder should describe, provide information or make comments that would demonstrate their adherence to these requirements. This information should be presented in the same sequential order as the requirements described in this BID.

Communication between meter and meter reading system should be compatibles with GPRS/GSM.

## **ANNEXURE-E: DESIGN STANDARDS**

- a. DDS-50:2007
- b. DDS-98:2011
- c. DDS-110:2012
- d. Universal Data Integration Layer (UDIL) Specifications

To be downloaded from websites [www.pitc.com.pk](http://www.pitc.com.pk).

## ANNEXURE-F: BID FORMS

### ***Bid-Form: 1 – Letter of Intention***

Bid Ref No. {Add Tender No}

**Letter of Intention**

{Add Date of Technical Bid Opening}

Name of the Contract: {Add name}

To: {Chief Executive Officer, PITC, WAPDA House, Lahore.}

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per sub-section 2.4 of the bidding documents and have duly provided bid security @ 02% of the total bid value, in the shape of pay order/demand draft/call deposit in the name of **Chief Executive Officer, PITC, Lahore** with our Financial Bid.

Dated this [insert : number] day of [insert : month], [insert : year].

*Signed:*

*In the capacity of [insert: title or position]*

*Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]*

## **Bid-Form: 2 – Evidence of Eligibility**

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

<b>Required Documentation</b> (To Be Filled by the Procuring Agency)	<b>Checklist</b> (To be initialed by the Bidder against each Document)	<b>Relevant Page Number in the Bid</b> (To be filled by the Bidder)	<b>Supporting Documents</b> (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
<b>*Column:1</b>	<b>*Column:2</b>	<b>*Column:3</b>	<b>*Column:4</b>
NTN Certificate			
GST Certificate			
On Active Tax Payers List of FBR			
Registration/Incorporation/Business Certificate			
Complete Company Profile			
Operational Office in Rawalpindi/Islamabad			
Firm's past performance i.e. Minimum three years' experience in supplying and installation equipment			
Affidavit to the effect that the respective bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public sector organization			
Letter of authorization from Original Manufacturer			
Bid Validity period of 90 days			
Compliance with scheduled requirements			
Submission of required amount of bid security with Financial Bid			

- \* Bidders should only initial against those requirements that they are attaching with the form. In case they do not have any document to attach the corresponding cell in column 2 should be left blank. Bidders are also required to mention the exact page number of relevant document placed in the Bid. Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

### **Bid-Form: 3 – Firms Past Performance**

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Assessment Period: **(Minimum Five Years)** as per Evaluation Criteria)

<b>Name of the Purchaser/Institution</b>	<b>Purchase Order No.</b>	<b>Description of Order</b>	<b>Value of Order</b>	<b>Date of Completion</b>	<b>Purchaser's Certificate</b>

## Bid-Form: 4 – Financial Bid Form

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

### Price Schedule

Sr. #	Name of the Item	Unit Price (Inclusive of all applicable taxes)*	Qty.	Final Total Price (Inclusive of all applicable taxes)
1	2	3	4	5
				(3*4)
Total Price (Inclusive of all applicable taxes):				

**User Note:**

*This form is to be filled by the Bidder for each individual item and shall submit with the financial bid.*

**Note:**

The quoted price should include the delivery/installation charges.

**FINAL TOTAL PRICE (in words):** -----

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

**Bid-Form: 5 – Performance Guarantee**  
**Performance Guarantee**

To: **[Chief Executive Officer, PITC, Lahore]**

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of \_\_\_% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature and Seal of the Guarantors/Bank

Address

Date

## **Bid-Form: 6 – Letter of Offer**

### **Letter of Offer**

Tender Reference No. \_\_\_\_\_

\_\_\_\_\_  
(Name of works)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Having examined the Tender Documents including instructions to Tenderers, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above named Works/Supply of Goods. We, the undersigned, being a company doing business under the name of \_\_\_\_\_ and address \_\_\_\_\_ and being duly incorporated under the laws of \_\_\_\_\_ hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Tender price comprising Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

We understand that all the Schedules attached hereto form part of this Tender.

As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Tender Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period 30-days beyond the period of validity of Tender.

We undertake, if our Tender is accepted, to commence the Works/Supply of Goods, and to deliver and complete the whole of the Works comprised in the Contract/Purchase Order within the time(s) stated in the Tender Documents.

We agree to abide by this Tender for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We undertake if our Tender is accepted, to execute the performance Security for the due performance of this Contract.

We understand that you are not bound to accept the lowest or any tender you may receive.

We do hereby declare that the Tender is made without any collusion, comparison of figures or arrangement with any other person or persons making a Tender for the Works.

We confirm, if, our tender is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and composition or the constitution of the joint Venture shall not be altered without the prior consent of the Employer / Purchaser (please delete in the case of Tender from a single firm).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly  
Authorized to sign tenders for and on behalf of \_\_\_\_\_

(Name of Tenderer in Block Capitals)

*Address:*

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*Witness:*

---

---

*Address:*

---

---

*Occupation*

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## **Bid-Form: 7 – Bank Guarantee**

### **Bank Guarantee Specimen**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

Letter by the Guarantor to the Purchase/Employer.

Name of Guarantor (Bank) with address:

Name of Principal (Tenderer) with address:

Penal Sum of Security (expression words and figures):

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender Documents and above said Letter of Acceptance (herein after called the Documents) and at the request of the said Principal, we the Guarantor; above named are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the "Purchaser / Employer" in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the Employer/ Purchaser, 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 accepted the Purchaser's /Employer's above said Letter of Acceptance for \_\_\_\_\_(name of Contract) for the \_\_\_\_\_ (Name of Project).

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

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

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

PROVIDED ALSO THAT the Purchaser / Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligation under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay

without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser / Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed this Instrument (Performance Guarantee) under its seal on the date indicated above, the name and corporate 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)

(Seal)

\_\_\_\_\_

(Corporate Guarantor)

(Seal)

## **Bid-Form: 8 – Deviation from Contractual Conditions**

### **Deviation from Contractual Conditions**

DEVIATIONS  
FROM  
CONTRACTUAL CONDITIONS

*It is presumed that the tendered shall not take any deviation. However, if he intends to take deviations to the specified Contractual / Commercial Conditions, those must be listed in the space provided below;*

<i>Sr.No. Clause No./Section No.</i>	<i>Deviations/Clarifications</i>
--------------------------------------	----------------------------------

SIGNATURE & SEAL OF BIDDER

**Note:** *Attach Additional Sheets, if necessary.*

## **Bid-Form: 9 – Contract Agreement**

### **Contract Agreement Specimen**

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") Made on the \_\_\_\_\_ day of \_\_\_\_\_ 20 between \_\_\_\_\_ (herein after called "Employer") of the one part and \_\_\_\_\_ (herein after called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contract and has accepted a tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

- I. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- II. The following documents after incorporating addenda, if any except those parts relating to Instructions to Tenderers shall be deemed to form and be read and construed as part of this agreement viz:
  - a. The letter of Acceptance
  - b. The Tender
  - c. Conditions of Contract and Contract Data
  - d. The Schedule of Prices
  - e. The Specifications
  - f. The Drawings
- III. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein, in conformity and in all respect within the provisions of the Contract.
- IV. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price of 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 has caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

The Common Seal of

was hereunto affixed in the presence of

Or

Signed, Sealed and Delivered by the said \_\_\_\_\_ in the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

## ANNEXURE-G: FINANCE RELATING FORMS

### ***Financial-Form: 1 – Financial Situation***

Each Applicant or member of a JV must fill in this form;

Description	Financial Data for previous 03 Years		
	Year 1	Year 2	Year 3
	<b>Information from Balance Sheet</b>		
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Total Debt			
Receivables			
Inventories in Hand			
	<b>Information from Income Statement</b>		
Total Revenue/Sales			
Profit before Taxes			
Profit after Taxes			
Interest Charges Paid			

**Note:**

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

- a. All such documents should reflect the financial situation of the Applicant or partner to a JV and not sister or parent companies
- b. Historic financial statements must be audited by a certified accountant
- c. Historic financial statements must be complete, including all notes to the financial statements
- d. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

## **Financial-Form: 2 – Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total orders cash flow demands of the subject contract or contracts;

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of Financing</b>	<b>Amount</b>
01.		
02.		
03.		

## ANNEXURE-H: CURRENT CONTRACT COMMITMENTS IN PROGRESS

Bidders and each partner to a JV should provide information on their current commitments on all contracts/orders that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts/orders approaching completion, but for which an unqualified, delivery certificate has yet to be issued.

No.	Name of Contract/Order	Employer's Contact Address, Tel, Fax	Value of Outstanding Orders	Estimated Delivery Date	Average Monthly Invoicing over last Six Months
01.					
02.					
03.					

## ANNEXURE-I: GENERAL CONDITIONS OF CONTRACT

<b>1. Definitions</b>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>(a) "The Rate Contract" means the agreement entered into between the Purchaser (PITC) and Supplier, as recorded in the Agreement/Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</li> <li>(c) "The Goods" means all those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(d) "The Services" means those services ancillaries to the supply of the goods, such as transportation of goods up to the desired destinations, insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.</li> <li>(e) "GCC" means the General Conditions of Contract contained in this section.</li> <li>(f) "SCC" means Special Conditions of the Contract.</li> <li>(g) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.</li> <li>(h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.</li> <li>(i) "The Project Site", where applicable, mean the place or places named in the SCC.</li> <li>(j) "Day" means calendar day.</li> </ul>
<b>2. Application</b>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<b>3. Standards</b>	<p>3.1 The Goods supplied under this Contract against the "Purchase Order", shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.</p>
<b>4. Inspections and Tests</b>	<p>4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>4.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>4.4 The Purchaser's right to inspect, test and, where necessary, reject the</p>

	<p>Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.</p> <p>4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<b>5. Packing</b>	<p>5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as shall be indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.</p>
<b>6. Delivery and Documents</b>	<p>6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.</p> <p>6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation &amp; delivery charges, insurances &amp; warranties, if any, etc.</p>
<b>7. Transportation</b>	<p>7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier and related costs shall be included in the Contract Price.</p>
<b>8. Warranty</b>	<p>8.1 The Supplier warrants that the Goods supplied under the Contract are original, new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>8.2 This OEM warranty shall remain valid for three year(s), respectively, after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.</p> <p>8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>8.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.</p> <p>8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<b>9. Payment</b>	<p>9.1 The method and conditions of payment to be made to Supplier under this Contract shall be specified in SCC.</p> <p>9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations</p>

	<p>stipulated in the Contract.</p> <p>9.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier complete in all respects.</p> <p>9.4 The currency of payment is Pak. Rupees.</p>
<b>10. Prices</b>	10.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.
<b>11. Change Orders</b>	<p>11.1 The Purchaser may at any time, by a written order given to Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) Drawings, designs or specifications where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser.</li> <li>(b) The method of packing.</li> <li>(c) The place of delivery.</li> </ul> <p>11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.</p>
<b>12. Contract Amendments</b>	12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
<b>13. Assignment</b>	13.1 The Supplier shall not assign, in whole or in part to a subcontractor, its obligations to perform under this Contract.
<b>14. Delays in the Supplier's Performance</b>	<p>14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>14.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>14.3 Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.</p>
<b>15. Liquidated Damages</b>	15.1 Subject to GCC Clause 17, 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 unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.
<b>16. Termination for Default</b>	16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate

	<p>this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</li> </ul> <p>For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</p> <p>16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p><b>17. Force Majeure</b></p>	<p>17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p><b>18. Resolution of Disputes</b></p>	<p>18.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>18.2 Any dispute which is not resolved within 30 days shall be resolved by a sole arbitrator in accordance with provision of the Arbitration Act 1940.</p>
<p><b>19. Governing Language</b></p>	<p>19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>

<b>20. Applicable Law</b>	20.1 The Contract shall be interpreted in accordance with the laws of the country.
<b>21. Notices</b>	<p>21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p> <p>21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>22. Taxes and Duties</b>	22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

## ANNEXURE-J: SPECIAL CONDITIONS OF CONTRACT

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

Definitions (GCC Clause 1)	<p>GCC 1.1 (g)—<b>The Purchaser/Indenter is:</b> any DISCO, PITC, WAPDA formation or state owned company under the umbrella of Ministry of Energy.</p> <p>GCC 1.1 (i)—<b>The Project Site is:</b> any DISCO, PITC, WAPDA formation or state owned companies offices across Pakistan.</p>
Inspections and Tests (GCC Clause 4)	<p>GCC 4.1—<b>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</b> The supplier may be asked to arrange one complete set of equipment offered (hardware) for demonstration and inspection in the O/o Director General (ISDS) PITC, 402 WAPDA House Lahore before signing of the Contract. The equipment, which does not meet the technical specifications, can be rejected and the bid can be declared as technically nonresponsive.</p>
Packing (GCC Clause 5)	<p>GCC 5.2 – <b>The following SCC shall supplement GCC Clause 9.2:</b> The bidder shall deliver the supplies at the destination in scratch less condition with all the manufacturer supplied accessories.</p>
Delivery and Documents (GCC Clause 6)	<p>GCC 6.1—Upon shipment, the Supplier shall notify the Purchaser/Indenter the full details of the shipment, including Contract number, description of supplies, quantity and usual transport document. <b>The Supplier shall mail the following documents to the Purchaser/Indenter:</b></p> <ul style="list-style-type: none"> <li>(i) Copies of the supplier's invoice showing vehicles description, quantity, unit price, and total amount;</li> <li>(ii) Original and two copies of the usual transport document, a road consignment note, or a multimode transport document, which the buyer may require to take the supplies.</li> <li>(iii) insurance certificate if applicable;</li> <li>(v) Certificate of origin.</li> <li>(vi) Other documents as per payment clause 6.1 of section 6 'Terms of Payment'</li> </ul>
Transportation and Insurance (GCC Clause 7)	<p>GCC 7.1— The supplies made under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since Insurance is seller's responsibility they may arrange appropriate coverage.</p>
Warranty (GCC Clause 8)	<p>GCC 8.2—In partial modification of the provisions, OEM warranty period of the supplied goods which shall be 3 (Three) Years, as per BOQ, from the date of acceptance of the supplies. The Supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not</p>

	<p>attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) Make such changes, modifications, and / or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 2,</p> <p><b>or</b></p> <p>(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 % per week up-to maximum 10 % of the total price.</p> <p><b>GCC 8.4 &amp; 8.5—The period for correction of defects in the warranty period is 15 (Fifteen) days.</b></p>
Payment (GCC Clause 9)	<p><b>GCC 9.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</b></p> <p>Payments shall be made promptly by the Purchaser in Pak. Rupees, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, complete in all respects, with all documents as per clause 6.1 of the tender document.</p>
Prices (GCC Clause 10)	<p><b>GCC 10.1—Prices shall be:</b> Fixed.</p>
Governing Language (GCC Clause 19)	<p><b>GCC 19.1—The Governing Language shall be:</b> English.</p>
Applicable Law (GCC Clause 20)	<p><b>GCC 20.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.</b></p>
Notices (GCC Clause 21)	<p><b>GCC 21.1—Purchaser’s address for notice purposes:</b> any DISCO, PITC, WAPDA formation or state owned company under the umbrella of Ministry of Energy.</p> <p><b>—Supplier’s address for notice purposes:</b> head office of the successful bidder against each item as per BOQ.</p>

## **ANNEXURE-K: COMPLIANCE OF METER DATA WITH THE UNIVERSAL DATA INTEGRATION LAYER (UDIL)**

The specifications/details related to compliance of meter data with the universal data integration layer (UDIL) can be downloaded from the following link;

<http://www.pitc.com.pk/index.php/features/open-architecture-based-ami>