

LAHORE ELECTRIC SUPPLY COMPANY (LESCO)



TENDER No. 02/2023-24

**PROVISION OF CRANE MOUNTED TRUCK (03 TON) WITH
DRIVERS / OPERATORS ON RENTAL BASIS FOR 02 MONTHS**

**ADMN DIRECTORATE
LESCO HQ, 22/A QUEENS ROAD, LAHORE**

Tel: 042-99204696

E-mail: dgadm@lesco.gov.pk

Important Note:

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, and specifications. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

In case of any conflict of instructions/ provisions herein with the Public Procurement Rules, 2004 amended to date (“the Rules”), the Rules shall prevail.

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Public Procurement Rules, 2004 amended to date

This Bidding Process will be governed under Public Procurement Rules, 2004, as amended from time to time and instructions of the Government of Pakistan received during the completion of the work.

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ONLY FOR READING PURPOSE

1. Invitation for Bids

Lahore Electric Supply Company (LESCO) invites sealed bid under Single **stage one envelope procedure as per PPRA Clause-36(a)** from the registered firms and companies for provision of 20 number Crane Mounted Truck (03 Ton) with drivers / operators on rental basis for 02 months (including holidays).
(May 2024 and June 2024).

Bidding documents, containing detailed terms and conditions, are available from the office of **Asst. Manager (Transport) Room No. 101, 22-A Queens Road, Lahore.** Price of bidding documents is **Rs.2,000/-** (non-refundable). Bidding documents can also be downloaded from LESCO website www.lesco.gov.pk only for reading purpose only.

The bids, prepared in accordance with the instruction contained in the bidding documents, must reach at the office of **DG/Admn Director Room No. 112 , 22-A Queens Road, Lahore,** by **11:00 AM on 28th March 2024.** The Bids will be opened on same day i.e **28th March 2024 at 11:30 AM.** In case of official holiday on submission date, next day will be the date of submission. This advertisement is also available on PPRA website at www.ppra.org.pk.

ADMN DIRECTORATE
LESCO HQ, 22/A QUEENS ROAD, LAHORE
Tel: 042-99204696, E-mail: dgadmn@lesco.gov.pk



LAHORE ELECTRIC SUPPLY COMPANY
OFFICE OF ADMN DIRECTORATE
22-A Queens Road Lahore
Tel: 042-99204646 Fax No.042-9204794

FINANCIAL BID/PROPOSAL FORM
PROVISION OF CRANE MOUNTED TRUCK (03 TON) WITH DRIVERS / OPERATORS ON
RENTAL BASIS FOR 02 MONTHS (MAY 2024 & JUNE 2024)
DUE DATE 28.03.2024 AT 11:00 Hrs. TENDER OPENING DATE 28.03.2024 AT 11:30 Hrs.

Bid shall remain valid for _____ days after opening date.

NAME OF BIDDER _____

Sr. No	Description	No. of Crane	Monthly cost per crane with driver / operator (Rate excluding all taxes)	Monthly cost for cranes with drivers / operators (Rate excluding all taxes)
1	Crane Mounted Truck (03 Ton) with driver / operator (3000 CC to 4000 CC)	20		
Total cost in PKR per month				
Total cost in PKR for 02 months				

SCOPE OF SERVICES AND DELIVERABLES

The overall scope is as following:

- 1) Initial contract period will be 02 months (including holidays) May 2024 and June 2024.
- 2) Place of work will be different office of LESCO in Lahore region.
- 3) The contractor shall make vehicles available with drivers / operators in the Company designated places for assignment.
- 4) Provision of vehicles with drivers / operators shall be on monthly basis 24x7.
- 5) If the vehicle is out of order or the driver / operator is not available during the agreed hours, Company shall be entitled to receive replacement of the non-functional vehicle / unavailable driver / operator.
- 6) During the period of operation for the Company, the vehicle shall only perform duties/works authorized by Company.
- 7) The contractor will be responsible for the all kinds of repair and maintenance of the vehicle engine oil change, tyre change, battery, paint and mechanical work etc.
- 8) The contractor shall provide all relevant documents and certificates related to the vehicles.
- 9) The contractor shall allocate one supervisor / manager for the supervision of drivers / operators / vehicles and coordination with LESCO at his own cost and place.
- 10) All government taxes including route permit, token tax etc. shall be cleared by the contractor.

- 11) The contractor shall ensure that the vehicles are fully covered by all necessary insurance in case of accident; i.e. comprehensive insurance. If fully comprehensive insurance is not in place, the cost of any subsequent damage or loss of vehicles shall be borne by the contractor. Evidence of insurance shall be required prior to going of the contract.
- 12) The contractor may have at its own cost acceptable medical, life and disability insurance for the driver / operator.
- 13) Company can get the vehicle changed by another one at any time.
- 14) Registered for operation during the period of this contract with registration documents in the vehicle and registration / number plates affixed to the vehicle as required by laws of Pakistan.
- 15) Provide vehicles must at all-time be in a 100% roadworthy condition and be clean and tidy inside.
- 16) Vehicles must be equipped with necessary safety items, including seat belt, spare tire, mechanical jack, basic hand tools.
- 17) The Company reserves the right to replace drivers / operators for any reason.
- 18) The Company will not provide any travel related allowance, accommodation or boarding and lodging arrangement to any driver / operator.
- 19) The driver / operator should:
 - 19.1 Have valid driving license for operating a motor vehicle as per the laws of Pakistan;
 - 19.2 Have valid CNIC;
 - 19.3 Have valid service card issued by the contractor / firms with clear and visible photo of driver on it;
 - 19.4 Physically and mentally be fit to operate vehicles;
 - 19.5 Not be addicted to any sort of drugs;
 - 19.6 Not in engaged in medication which may impair ability to drive;
 - 19.7 Properly be trained in the operation and maintenance of the vehicle;
 - 19.8 Driver / operator should have at least five (05) years' verified experience as a diver, age limit is 26-45 years and minimum qualification is Middle;
 - 19.9 Should follow all the traffic rules pertaining to driving within city, highway and motorway;
 - 19.10 Have sufficient Urdu language skills;
 - 19.11 Properly attired during hours of operation;
 - 19.12 Driver / operator should be polite, gentle and well behaved;
 - 19.13 Be able to carry out minor vehicle repairs in case a vehicle breaks down;
 - 19.14 Have authorization letter to drive the vehicle.
 - 19.15 In case of any change of driver by contractor he will inform officially through authorization letter

Log Book:

The Company will maintain a logbook for each travel containing the complete travel details with mileage and location. The complete travel will be signed by the driver / operator and the Company personal in the log book. The driver / operator will get them reviewed on monthly basis by transport section of LESCO HQ. These details will used to vet the invoices handed over by the contractor.

Services Schedule:-

- The rate quoted shall be governed by within the framework of contract, starting from the date of issuance of Acceptance Letter and subsequent issuance of first work Order to the Contractor.
- LESCO reserves exclusive rights to decrease or increase the quantities of Goods/Items mentioned vide this tender document, at the unit rates quoted by the bidder, at any time.
- All applicable taxes will be deducted at source as per rules of Government of Pakistan.
- The bidder shall furnish **bid security @ 5%** in accordance with **Clause 14 & 15**.
- Tender shall be awarded to lowest evaluated responsive bidder (most advantageous bidder).

Conditions:-

1. Conditional Bids / Rates will not be entertained / accepted.
2. Bid submission / Tender opening date & timings shall be observed strictly.
3. You have to submit the requisite Certificate dully filled in, regarding the Declaration of Fees, Commission & Brokerage etc paid by you for Goods, Services & Works.
4. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules / Department instructions.

Evaluation Criteria / Documents comprising the Bid for Evaluation:

1. Registration with NTN /Valid Income Tax Registration with active status as per prevailing tax rules (Only those companies which are validly registered with sales tax and income tax departments.
2. Valid General Sales Tax registration with active status.
3. The bidder can submit the bid for provision of Crane Mounted Truck (03 Ton) with drivers / operators on rental basis for 02 months also deposit bid security for relevant separately. Non-compliance of the same shall cause rejection of the bid.
4. Submission of undertaking on legal valid and attested stamp paper (Non-Judicial) that the firm has neither been prohibited nor blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan
5. Company must have experience of last three (3) years of such business (evidence to be attached).
6. Receipt of Tender Fee. (original)

NOTE:-

This tender is governed by General Conditions of Contract for purchase by WAPDA dated 12.8.1984 (amended to date) and latest purchase procedure PPRA-2004 amended to date.

It is certified that above 07 documents are attached with the Bid. I / we understand that any missing document may lead to rejection of bid even the lowest.

**SIGNATURE OF BIDDER
ADDRESS WITH OFFICE STAMP**

(Company Seal)
In the capacity of
Duly authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

Stamp & Signature of bidders

2. Bidding Procedures - Method of Procurement

Single stage one envelope procedure as per PPRA Clause-36(a) shall be adopted for open competitive bidding. Each bid shall comprise one single envelope containing separately, financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner as prescribed in the bidding document.

3. Special Conditions:

1. Bid submission / tender opening date & timings shall be observed strictly.
2. All participants must quote rate in figures and words. In case of any discrepancy between them, amount written in words shall prevail.
3. The Goods and Services shall be delivered at LESCO Offices as per given list after issuance of Work Order / Service Level Agreement (SLA) from Procuring Department.
4. The bidder shall attach 5% bid security in the shape of Bank Guarantee/CDR/Pay Order/Bank Draft issued by any scheduled Bank of Pakistan as per Clause 14.1.
5. All Crane Mounted Truck must be delivered in a safe and proper manner, prescribed for such types of vehicles.
6. The payment will be made within 30-days from the date of submission of bill, after completion of work and issuance of satisfactory work completion certificate by the concerned office.
7. Bid shall be valid for 120 days.
8. Pre-delivery inspection shall be carried out by the transport section to check specification required in bid.
9. Please note that quoted rates must be firm and final in all respect.
10. Service contract will be for a period of 02 months extendable with mutual consent as per PPRA rules.

4. Guidelines to Bidder

LAHORE ELECTRIC SUPPLY COMPANY, hereinafter referred to as “LESCO” or “the Company”, requires sealed bids for

“PROVISION OF CRANE MOUNTED TRUCK (03 TON) WITH DRIVERS / OPERATORS ON RENTAL BASIS FOR 02 MONTHS”

1. The successful bidder will be bound to provide the “**Crane Mounted Truck (03 Ton) with drivers / operators on rental basis for 02 months according to bidding document**” in a given time as decided by the Company.
2. Interested firms and contractors, having successful relevant experience and registered with income tax and sales tax department, are invited to bid.
3. The Company invites sealed bids under **Single Stage One Envelope** under Rule 36(a) of Public Procurement Rules 2004 (amended to date). The tender document can be downloaded from website: <http://www.ppra.gov.pk>. Or <http://www.lesco.gov.pk> for reading purpose.
4. Bidders may obtain further information, inspect and acquire the bidding documents from the office of the **Asstt. Manager (Transport) Room No. 101 , 22-A Queens Road, Lahore,**
5. Bidding Documents may be purchased through a written application on payment of a non-refundable fee of **Rs.2,000/-**

6. All bids must be accompanied by Bid Security of amount not less than 5% of estimated cost in the favor of the **“CEO LESCO” Company** having validity of 120 days period in shape of Bank Guarantee/CDR/Pay Order/Bank Draft issued by any scheduled Bank of Pakistan. Bids submitted without bid security shall not be entertained and accordingly declared non-responsive.
7. Incomplete and overwritten bids will be rejected.
8. LESCO will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids.
9. In case of official holiday on submission date, next day will be the date of submission.
10. LESCO may reject all the bids without assigning any reason subject to relevant provision Rule 33 Re-bidding of Public Procurement Rules 2004 (amended to date).

5. Instructions to Bidders

A. Scope

- 1.1 The Company (LESCO) wishes to receive Bids for **“provision of Crane Mounted Truck (03 Ton) with drivers / operators on rental basis for 02 months” 24/7 operation hours** as specified in Tender Document (hereinafter referred to as “the Goods”). Successful bidder shall be an independent service provider liable and able to provide all the Goods/Services including transportation of the Goods/services to the site. All arrangements will be the responsibility of the successful bidder.
- 1.2 The bid is to be completed and submitted to the Company in accordance with these instructions to Bidders and relevant rules/regulations.
- 1.3 The bidder shall submit bid which comply with the Bidding Document, alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document **“Clause regarding Determination of responsiveness of bid” and rejection / acceptance of the tender**” for making their bids substantially responsive to the requirements of the bidding document. It will be the responsibility of the bidder that all factors have been investigated and considered while submitting the bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this bid process will be entertained by the Company. Neither any time schedule, nor financial adjustments arising thereof shall be permitted because of failure by the Bidder. The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Company will be permitted throughout the period of completion of the contract. The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Company.

B. Eligible Bidder

The invitation for Bid is open to all the contractors as per PPRA Rules 2004 (amended to date), Chapter 1, General Provisions and definition of contractors registered with Income and Sales Tax Department.

6. Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Company will not be responsible or liable for those costs.

7. Joint Ventures

Bids submitted by a joint venture of two or more Companies or partners shall comply with the following requirements:

- a) The Bid, and in case of successful Bid, the Contract form, shall be signed by all so as to be legally binding on all the partners;
- b) One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- c) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- d) All partners of the joint venture shall be liable jointly for execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above, as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and
- e) A copy of the agreement entered into the joint venture must be provided by the joint venture partners and shall be submitted with the Bid.

8. Assurance

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite Goods/Services, within the time as mutually agreed in the agreement.

9. Bidding Documents

A. Contents of Bidding Documents

- (a) The Goods/Services required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:
 - (i) Instructions to Bidders
 - (ii) Evaluation Criteria
 - (iii) Schedule-A
 - (iv) Bid Form
 - (v) Performance Security Form
 - (vi) Form of Contract Agreement
- (b) The bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect may result in the rejection of the bid.

B. Clarification of Bidding Documents

The Bidder may require further information or clarification of the Bidding Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders. Bidders should note that during the period from the receipt of the bid and until further notice from the Company, all queries should be communicated via written letter only. The prospective bidder requiring any further information or clarification regarding the bidding documents may notify the Company in writing or by visiting at the following address:

Assistant Manager (Transport)
Lahore Electric Supply Company LESCO
1ST Floor, LESCO H/Q, 22-A Queens Road, Lahore

LESCO will respond in writing to any request for information or clarification of the bidding documents received prior to the deadline for the submission of bid which it receives.

10. Bid Preparation

1. Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Company shall be written in the 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.

2. Documents Comprising the Bid

The evaluation of Bid submitted shall be inclusive of, but not limited to, the following factors:

a) **Bid Form**

The Bidder shall complete the Bid Form in accordance with **Clause 9** of bidding document.

b) **Price Schedule**

The Bidder shall complete the appropriate Price Schedule provided in the Bidding Documents as mentioned therein in accordance with **Clauses 9 and 12** of bidding document.

c) **Bid Security**

The bidder shall furnish Bid Security in accordance with **Clause 14** of bidding document.

11. Bid Form

The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the Company and all the Schedules provided in the bidding documents.

12. Bid Prices

- 12.1 The bidder shall quote bid price considering instruction given in BID Schedule as per the Instructions contained in this document
- 12.2 Prices quoted in the price schedule for the Goods/Services should be entered in the following manner:
- (a) The price of the Goods/Services will be quoted at the address given in the bidding document.
- (b) The price is to be submitted in Pak Rupees (PKR) only inclusive of all taxes.
- 12.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation during contract period.

13. Bid Currencies

Prices shall be quoted in Pak Rupees (PKR).

14. Bid Security

14.1 In order to be considered, the tender must be accompanied by bid security equal to 5% of the amount quoted by a bidder **valid for 120-days** after the date of tender opening in the form of CDR / Bank Draft or Pay Order or in lieu thereof a Bank / Bid Guarantee issued by the following Schedule Bank of Pakistan having credit rating “AA” and above, on the specified Performa. Bid accompanied by a Bid Security / Bank Guarantee issued by other than these Schedule Bank as decided and circulated by the BOD LESCO in its 239th meeting held on 30.11.2021. Shall not be accepted and bid will be rejected at the time of tender opening.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
NBP	BOP	HBL	UBL	ABL	MCB	Bank Al-Flah	Bank Al-Habib	Faysal Bank	Askari Bank	Meezan Bank	Zari Tarqati Bank	Habib MetroPoliton	Samba Bank	Std.Ctd Bank	Dubai Islamic Bank

14.2 In case, the bidder withdraws his tender / off during the period of tender validity or successful bidder fails to furnish the required Performance Bond / Security or sign the Contract Agreement/ Acknowledgement of the Purchase Order, the amount of Bid Bond/ Tender. Security will be forfeited in favour of LESCO. Competent authority may take further actions as deemed fit under the rules like blacklisting of the defaulter firm and purchase of same item from elsewhere without any notice at the firm’s risk and cost etc. The Bid security from any Insurance Company will not be acceptable in any case and Bid will be liable for rejection. However, procuring agency can request to bidder for further extension of bid validity without any change in rate, terms and conditions of the bidding documents in the light of Public Procurement Rule No.27.

14.3 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to **Clause 30**, and after providing the performance security, unless mutually agreed to otherwise.

14.4 The bid security may be forfeited:

- if the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
- if the bidder fails;
 - (a) To sign the contract in accordance with **Clause 30**, or
 - (b) To furnish the performance security in accordance with **Clause 31**.

15. Period of Validity of Bid

15.1 The bid shall remain valid for One Hundred Twenty (120) days from the date of bid closing prescribed by the Company, pursuant to **Clause 17**.

15.2 Notwithstanding **Clause 15.1** above, the Company may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or fax. If the bidder agrees to the extension request, the validity of the bid security provided under **Clause 15.1** shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. The bidder will not be required or permitted to modify its bid.

16.Format and Signing of Bid

- 16.1 The bidder shall submit dully filled original Bidding Document. Rate/Price quoted shall also be accepted on the Bid Schedule of Bidding document only.
- 16.2 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original bid shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the authorized person signed the bid.
- 16.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

17.Sealing and Marking of Bid

- 17.1 The bidder shall seal the original and copy of bid in an inner envelop clearly marking “ORIGINAL and “COPY”.
- 17.2 The inner envelop shall then be enclosed in an outer envelope.
- 17.3 In the event of any discrepancy between the original and copy, the original shall be considered.
- 17.4 Original and copy of the bid shall be prepared in indelible link and shall be signed by the authorized representative. The person signing the proposal shall initial all the pages.
- 17.5 The envelope so prepared shall
 - (a) Be addressed to the following address:

DG/Admn Director LESCO
Lahore Electric Supply Company LESCO
1ST Floor, LESCO H/Q, 22-A, Queens Road, Lahore

- (b) Bear the following identification:

BID FOR “PROVISION OF CRANE MIUNTED TRUCK (03 TON) WITH DRIVERS / OPERATORS ON RENTAL BASIS FOR 02 MONTHS (MAY 2024 & JUNE 2024)”

DO NOT OPEN BEFORE 11:30 A.M. ON 28-03-2024

CLOSING TIME FOR SUBMISSION OF BIDS IS 11:00 A.M ON 28-03-2024

- 17.6 In addition the outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “Late”.
- 17.7 Electronic Bids will not be entertained

18.Deadline for Submission of Bid

- 18.1 The original bid must be received by the Company at the address and time specified in **Clause 17.5 (a)** above.
- 18.2 The Company may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Company and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19.Late Bid

The bid received by the Company after deadline for submission of bid prescribed by the Company, pursuant to **Clause 17.5**, will be rejected and returned unopened to the bidder.

20.Modification and Withdrawal of Bid

- 20.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Company prior to the deadline prescribed for submission of bid.
- 20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of **Clause 17** withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.
- 20.3 The bid may not be modified subsequent to the deadline for submission of bid.
- 20.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security.

21.Opening and Evaluation of Bid

- 21.1 The bid shall be opened, on the same date after passage of at least 30 minutes after the submission/deadline, by the Company in the presence of the bidder's representatives who choose to attend at the time and date specified in **Clause 17.5**, at the office of the Company, given in **Clause 17.5(a)**. The bidder's representatives who are present shall sign a register evidencing their attendance.
- 21.2 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the Company, at its discretion, may consider appropriate will be announced and recorded at the opening.
- 21.3 Bid shall be awarded to lowest evaluated bidder, on the Basis of Evaluation Criteria and least cost method.

22.Determination of Responsiveness of Bid

- 22.1 Prior to the detailed evaluation of the bid, pursuant to **Clause 25**, the Company will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:
 - (a) Meets the eligibility criteria as specified in the tender document.
 - (b) has been properly signed on the Bid Form;
 - (c) is accompanied by the required Securities and these Securities are valid and in good order;
 - (d) That meet the Evaluation Criteria/specifications mentioned in the Bid document and is in accordance with Bid form
 - (e) **Offers fixed price inclusive of all taxes quotations i.e. the bid do-not offer a scalable price quotation;**
 - (f) is otherwise complete and generally in order;

- (g) Conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one that:
- (i) Affects in any substantial way the scope, quality or performance of the Goods/Services; or
 - (ii) Limits in any substantial way, inconsistent with the bidding documents, the Company's rights or the bidder's obligations under the Contract.

22.2 The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.3 The bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.

21.4 The Company may waive any minor informality or non-conformity or irregularity in the bid.

23.Evaluation and Comparison of Bid

The Company will evaluate and compare the bids previously determined to be substantially responsive.

24.Basis of Evaluation and Comparison of Bid

The Bids of only those Bidders who are substantially responsive to the requirements of the Bidding document will be considered for evaluation in accordance with Evaluation Criteria. **The evaluation and comparison of the Bid will be done on total given cost. The contract will be awarded to the Bidder who meets the evaluation criteria and who's evaluated Bid Price is lowest evaluated with respect to competitive bidders and market rates as per Rule 38 of PPRA Rules 2004 (amended to date).**

25.Contacting the Company

Any effort by a bidder to influence the Company in the Company's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

26.Company's Right to Accept the Bid or Reject the Bid

The Company reserves the right to reject the bids pursuant to **Rule 33** of the PPRA Rules 2004 (amended to date) at its sole discretion and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder(s) as to justification for the Company's action. The Tender shall be rejected if it is:

- Substantially non-responsive in a manner prescribed in this tender document
- Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- Incomplete, partial, conditional, alternative, late; or
- subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- The Bidder refuses to accept the corrected Total Tender Price; or
- The Bidder has conflict of interest with the Company; or
- The Bidder tries to influence the Tender evaluation / Contract award; or
- The Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- The Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria.
- The Bidder fails to meet the evaluation criteria requirements;
- The Bidder has been blacklisted by any public or private sector organization;

- The Bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- The Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- Bidder submits any financial conditions as part of its bid which is not in conformity with tender document.
- Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- If the rates quoted by bidder are not workable or on higher side etc

27. Award of Contract

Post-qualification and Award Criteria

- 27.1 The Company will determine to its satisfaction whether the bidder has offered the Goods/Services at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract and in doing so, may allow the bidder to make up any shortcoming in the bid which does not negatively impact the performance and financial value of the Services to be provided.
- 27.2 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.
- 27.3 Subject to **Clause 22** above, the Company will award the Contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the Company, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

28. Company's Right to Vary Quantities at Time of Award

The Company reserves the right at the time of award of Contract to increase or decrease the quantity of the Goods / Services to be procured by 15% of original Contract, without any change in unit prices or other terms and conditions.

29. Notification of Contract Award

The notification of award will constitute the formation of a contract as per Rule 38 of PPRA Rules 2004 (amended to date), until the Contract has been affected pursuant to **Clause 30** below.

30. Signing of Contract

After the acceptance of performance security, if applicable, by the Company, the Company may send to the successful bidder a formal Service Level agreement (SLA) format incorporating all the terms and conditions herein.

Within five (5) working days of the receipt of such formal agreement, the bidder/Service Provider shall sign the same and return it to the Company.

31. Performance Security

Upon the receipt of the Letter of Acceptance from the Company the successful bidder shall **deposit 10%** performance security in the form Bank Guarantee/CDR/Pay Order/Bank Draft issued by any scheduled Bank of Pakistan as under:-

- Within fifteen (15) days of the receipt of the Acceptance Letter from the Company;
- In the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
- For a sum equivalent to **10%** of the contract value separately.
- Denominated in Pak Rupees;
- Have a minimum validity period of 06 month,
- The Performance Security shall be payable to the Company, on occurrence of any / all of the following conditions:
 - If the Contractor commits a default under the Contract;
 - If the Contractor fails to fulfill the obligations under the Contract;
 - If the Contractor violates any of the terms and conditions of the Contract.
- The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Contractor within thirty working days after the expiry of its validity on written request from the Contractor.
- In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

The Contractor should clearly mention the number of Bank Guarantee/CDR/Pay Order/Bank Draft issued by any scheduled Bank of Pakistan in the letter of acceptance reply or performance security submission letter.

32. Income Tax & General Sales Tax

The Company may make inquiries on income tax to the concerned authorities of Income Tax and (If Applicable) General Sales Tax Department, Government of Pakistan.

33. Framework Contract

This Goods / Services will be carried out under the frame work of contract and will be valid for 120-days starting from agreement signing date and 'framework contract' (extendable with mutual consent of both parties) means a contract whereby the procurement / services is made for a certain volume or quantity of a particular good, a set of Services or works over a specific period against an agreed sum or rate per item or lump sum.

34. Payment

Payments will be made after issuance of inspection certificate within 30 days of invoice submission as per rule 43, PPRA 2004 (amended to date).

35. Force Majeure:

The right of LESCO to terminate the Contract, or to claim penalty or liquidated damages shall be subject to the following circumstances, provided as a result of all or any of these events there has been delay in the Performance of the Contract by the Contractor or Supplier, or the Contract has become incapable of being performed due to:-

- i. Act of God
- ii. Act of State, War or any Act of the Enemy;
- iii. Lock outs, Riots or Civil Commotion;
- iv. Injunctions granted by a Court of Competent jurisdiction not resulting from any fault of the Contractor or Suppliers;

Provided further that the Contractor or supplier has given notice to LESCO within 14-days of the happening of any such event.

36. Failure and Termination

- (A) If the successful bidder fails to start / deliver services within the specified delivery, the Company shall be entitled at his option either:
- i) Forfeit the bank performance:-
 - a) Recovery of liquidated damages mentioned above can be affected from any payment due to you from any unit of LESCO/DISCOs/GENCOs/NTDC / WAPDA, OR
 - ii) To cancel the contract at your risk and cost without notice.

In the event of action being taken under (ii) above, you shall be liable for any loss which the Company may suffer on the account, but you shall not be entitled to any gain on services made against the work.

- (B) If during the course of execution of contract, you are black-listed by DISCOs / GENCOs / NTDC / WAPDA / LESCO, or any other Govt. entity, the Company may proceed with all or any of the actions detailed below:-
- i) To allow the contract to run its course till completed in accordance with the terms and conditions of Contract.
 - ii) To stop further supplies with or without financial repercussions.
 - ii) To cancel the contract with or without reservation of rights.

37. Responsibility for Executing the Contract:

You are entirely responsible for the successful execution of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

38. Inspection and Rejection:

The Company reserves the right to reject the bids pursuant to Rule 35 of the Rules at its sole discretion and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder(s) as to justification for the Company's action.

39. Forfeiture of Security Bond/Guarantee (Performance BOND)

The contracting officer will have the right to forfeit the security Bond/Guarantee (performance bond), if the Contractor:-

- i. Fails to provide services within the time specified;
- ii. Commits any breach of contract;
- iii. For other reasons specified in the Order/SLA by the contracting officer for forfeiting the Security deposit. If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reasons, the Contracting Officer will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any other unit of DISCOs/GENCOs/NTDC/ WAPDA/ LESCO, or from any money due to the Contractor from any unit of WAPDA/LESCO/ DISCOs/GENCOs/NTDC.

40. Laws Governing the Contract:-

The contract shall be governed by the Laws of Pakistan as amended from time to time.

ONLY FOR READING PURPOSES

**DOCUMENTS/SAMPLES/CERTIFICATES TO BE SUBMITTED ALONG WITH THE BID
FOR EVALUATION CRITERIA**

S. No.	Description	Document attached Type "Yes /No"
1	Registration with NTN /Valid Income Tax Registration with active status as per prevailing tax rules (Only those companies which are validly registered with sales tax and income tax departments.	
2	Valid General Sales Tax registration with active status.	
3	The bidder can submit the bid for provision of Crane Mounted Truck (03 Ton) with drivers / operators on rental basis for 02 months also deposit bid security for relevant separately. Non-compliance of the same shall cause rejection of the bid.	
4	Submission of undertaking on legal valid and attested stamp paper (Non-Judicial) that the firm has neither been prohibited nor blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan	
5	Company must have experience of last three (3) years of such business (evidence to be attached).	
6	Receipt of Tender Fee. (original)	
7	The contractor shall attach 5% bid security in the shape of Bank Guarantee/CDR/Pay Order/Bank Draft issued by any scheduled Bank of Pakistan as per Clause 14.1.	

**SIGNATURE OF BIDDERS
ADDRESS WITH OFFICE STAMP**

SCHEDULE-A

CONDITIONS OF CONTRACT

For ease of reference, certain information and Conditions of Contract applicable to the Contract are set forth herein.

1. The Goods/Services shall be taken and delivered at LESCO offices as per given list after issuance of Work Order / Service Level Agreement (SLA) from Procuring Department..
2. The successful bidder shall deposit 10% of Contract Value as Performance Security in the shape of Bank Guarantee.
3. Goods/Services shall be delivered as required and within the time period determined by the Company.

Any delay in delivery may be liable to a penalty of up to 10% of the total bid price.

ONLY FOR READING PURPOSE

BID FORM

To,

DG/Admn Directorate

Lahore Electric Supply Company LESCO

1ST Floor, LESCO H/Q, 22-A Queens Road Lahore

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda, if any.
- (b) We offer to provide the **provision of Crane Mounted Truck (03 Ton) with drivers / operators on rental basis for 02 months** to the Company in conformity with the Bidding Documents;
- (c) The total price of our Bid, excluding any discounts offered in item (s) below is:

-
- (d) The discounts offered and the methodology for their application is:
 - (e) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - (f) If our Bid is accepted, we commit to provide a Performance Security in the amount of 10% of the value of the contract for the due performance of the Contract.
 - (g) **We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative/revised offers in accordance with the Bidding Document and or relevant laws;**
 - (h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible OR Poor Performer by the Company or the Government Federal/provincial/WAPDA/PEPCO;
 - (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (l) We agree to permit the Company or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by

the Bank, or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

- (m) We undertake, if our above stated individual Bids for any or more items are accepted, we shall be bound to complete the work in accordance with the Contract Execution Schedule provided in the Schedule-A conditions of the Contract to Bid.
- (n) If our individual Bids for any one or more items are accepted, we shall deposit 10% Performance Security in the shape of Bank Guarantee or CDR to the Company, for due performance of the Contract
- (o) We agree to abide by this Bid for the period of One Hundred Twenty (120) days from the date fixed for bid opening pursuant to **Clause 22** of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (p) Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Contract Award, shall constitute a binding Contract between us.
- (q) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (r) We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.
- (s) We understand that all the Appendices/Schedules/Documents attached hereto form part of this Bid and further declare that we have completely read and understood the same, the contents whereof shall be binding on us.

Name: _____

In the capacity, of: _____

Signed _____

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

Witness:

Name: _____

Signature: _____

Address: _____

Date _____

WITNESS

Signature -----

Name-----

Address: -----

Date: -----

Bidder Signature and Seal

Signature -----

Name -----

Title-----

Address-----

PERFORMANCE SECURITY FORM

To,

DG/Admn Directorate

Lahore Electric Supply Company

1ST Floor, LESCO H/Q, 22-A Queens Road Lahore

WHEREAS (Name of the Contractor) _____

Hereinafter called "the Contractor" has undertaken, in pursuance of **“provision of Crane Mounted Truck (03 Ton) with drivers / operators on rental basis for 02 months”**

1. **[Please insert details]**.

(Hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the

guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, 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 _____ day of _____, 20____, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

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

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

[Buyer]

[Seller Supplier]

FORM OF TENDER SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry Date _____

Letter by the Guarantor to the Company.

Name of Guarantor (Bank) with address: _____ Name

of Principal (Contractor) with address: _____

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

Tender Reference No. _____ Date of Tender _____

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

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

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

- (1) That the Tender Security shall remain valid for a period of _____ days after tender opening date.
- (2) That in the event of;
 - a) The Contractor withdraws his Tender during the period of validity of Tender, or
 - b) The Contractor does not accept the correction of his Tender Price.
 - c) Failure of the successful tender to
 - i. Furnish the required Performance Security.
 - ii. Sign the proposed Contract Agreement/ Acceptance of P.O.

Then the entire sum be paid immediately to the said Company as Liquidated Damages and not as penalty for the successful Contractor's failure to perform.

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

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

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

(Guarantor (Bank))

Witness: 1. Signature _____

1. _____ 2. Name. _____

_____ 3. Title. _____

(Corporate Secretary (Seal))

2. _____

(Name, Title & Address)
(Seal)

(Corporate Guarantor (Seal))