



# Quaid-e-Azam Thermal Power (Private) Limited

Invitation For Proposal (IFP)

For

Supply of High Speed Diesel (HSD)

To

1180 MW (Gross) Combined Cycle Power Plant  
Bhikki, Sheikhupura, Punjab, Pakistan

**IFP NO. 13-RLNG-POWER PLANT (HSD)**



**Bidding Document**

**June, 2021**

## **Instruction To Bidders (ITB)**

### **ITB 1. Scope of Bid**

- 1.1 Quaid-e-Azam Thermal Power (Pvt) Limited (the “**Company**”) intends to procure approximately **Twenty Two Million Litres (22,000,000 Litres)** of High Speed Diesel (HSD) (the “**Total Requisite Volume**”). In this regard, the Company intends to conduct a bidding process under clause 59 (d) (iii), negotiated tendering (the “**Bidding Process**”) amongst established and reputable Oil Marketing Companies (OMCs) and receive bids on a single-stage two-envelope basis as described under the Punjab Procurement Rules, 2014 (“**PPRA Rules**”) to select the lowest evaluated Bidder to supply Total Requisite Volume (HSD) (the “**Supply of HSD**”) to the 1,180 MW (Gross at Reference Site Conditions) Combined Cycle Power Plant, located at Bhikki, District Sheikhpura, Punjab, Pakistan (the “**Plant**”) that is being constructed and commissioned under the EPC Agreement between the Company and HEI – HRL Joint Venture.

### **ITB 2. Bid**

- 2.1 The Bid shall comprise of a Technical Proposal, containing the documents listed in ITB 3 hereof, and a Financial Proposal, containing the documents listed in ITB 4, each submitted simultaneously in separate sealed envelopes clearly marked “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” respectively.
- 2.2 The Bidder shall prepare one (01) original of the Technical Proposal and one (01) original of the Financial Proposal comprising the Bid, and clearly mark each “**ORIGINAL**”. In addition, the Bidder shall submit as “**COPY**” one (01) hardcopy, printable softcopy (PDF), and editable softcopy (Word, Excel etc., as may be relevant). The CDs/DVDs should be clearly marked “**Technical Proposal**” and “**Financial Proposal**” and placed in their respective envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 2.3 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder (the “**Authorised Representative**”). This authorization shall consist of a written Power of Attorney, as set out in Bidding Form T6, or a board resolution indicating that the person(s) signing the bid has(ve) the authorisation to sign on behalf of the Bidder. This authorization must contain the name and position held by each person(s) signing the authorization and name and position of the authorised signatory.
- 2.4 The Bidding Forms comprise the forms stated below:
  - (1) For the Technical Proposal
    - a. T1 – Technical Proposal Submission Sheet;
    - b. T2 – Bidder’s Information Sheet;
    - c. T3 – Average Annual Turnover Sheet;
    - d. T4 – Letter of Technical Proposal;
    - e. T5 – Form of Bid Security;
    - f. T6 – Form of Power of Attorney;
    - g. T7 – Form of Integrity Pact; and,
    - h. T8 – Undertaking of Eligibility / Non-Blacklisting

- (2) For the Financial Proposal
  - a. F1 – Letter of Financial Proposal; and,
  - b. F2 – Details of Financial Proposal.
- 2.5 The Bidding Forms and Annex A - Terms & Conditions of Supply of HSD shall be duly signed and stamped by the Bidder as part of its Bid, without any alteration.

### **ITB 3. Technical Proposal**

- 3.1 The Technical Proposal shall fulfil the criteria as set out in ITB 3.2 and demonstrate the Bidder's unconditional acceptance of the complete scope of Supply of HSD and any obligations (direct or indirect) of the Supplier under the Annex-A hereof for Supply of HSD. Any omission, reservation, deviation or condition attached in the Technical Proposal may cause the Bid to be declared non-responsive.
- 3.2 The Bidder shall fulfill the following Technical Criteria in order to be declared as responsive;
  - (1) The Bidder must not have been declared ineligible / blacklisted by any government / semi-government agency / department;
  - (2) The Bidder must demonstrate a minimum Average Annual Turnover of Fifty Billion Pakistani Rupees (PKR 50,000,000,000) as reported in the financial statements within the last three (03) years or a cumulative turnover of One Hundred and Fifty Billion Pakistani Rupees (PKR 150,000,000,000) over the last three (03) years;
  - (3) The Bidder must be on the Active Taxpayer List and hold valid Income Tax and Sales Tax Registration Certificates;
  - (4) The Bidder must hold a valid license from the Oil & Gas Regulatory Authority (OGRA) OR Ministry of Petroleum and Natural Resources OR any other government agency authorized to issue such licenses establishing the Oil Marketing Company (OMC) status of the Bidder for a minimum of the last Seven (07) years; and,
- 3.3 The Technical Proposal submitted by the Bidder shall include the following information apart from Bidding Forms as set out in ITB 2.4 (1):
  - (1) Valid Income Tax and Sales Tax Registration Certificates;
  - (2) Valid License (or any such document) establishing the OMC status of the Bidder, as specified in ITB 3.2 (4);
  - (3) Latest Audited Financial Statements for the last three (03) years;
  - (4) Original affidavit on stamp paper that the Bidder hasn't been declared ineligible / blacklisted, as set out in Bidding Form T8;
  - (5) Original affidavit on stamp paper (PKR 500) Annex A - Terms & Conditions of Supply of HSD;
  - (6) Any other documentary evidence required to fulfil the requirements of Technical Criteria as set out in ITB 3.2.

- 3.4 The Technical Proposal shall not include any direct or indirect financial information related to Financial Proposal. Any Bid having such financial information may be declared non-responsive.

#### **ITB 4. Financial Proposal**

- 4.1 In preparing the Bid, Bidders are expected to fully understand the requirements and conditions outlined in these Bidding Documents, including but not limited to the Bidding Form and Annex A - Terms & Conditions of Supply of HSD thereof, scope of Supply of HSD, and any obligations, direct or indirect, of the Supplier under the the Bidding Documents.
- 4.2 The Proposal (Bidding Form) shall provide all-inclusive fixed (one-figure) values that include all federal, provincial or local taxes (whether direct or indirect, including any input taxes on consumables or otherwise), duties, levy, cess, fines, financing costs, fee, transportation costs etc., applicable on the Bidder or incidental to any activity necessary for the performance of Supply of HSD as per the laws prevailing at Bid Submission Deadline. Such all-inclusive fixed (one-figure) values shall also include all costs, profits, risks, uncertainties and unknowns so as to enable the Supplier to unconditionally discharge its obligations, whether direct or indirect, under these Bidding Documents.
- 4.3 The Bidder may make any assumptions necessary to derive the price(s) as set out at ITB 4.2, however, the Company shall only be obligated to make payments as per the Price change mechanism as set forth in Clause 5 of the Annex A – Terms & Conditions of Supply of HSD, i.e. payment(s) may not be made conditional on any assumptions made by the Bidder, and/or indicated by the Company. Any omission, reservation, deviation or condition included in the Proposal to the contrary may cause the Bid to be declared non-responsive.
- 4.4 The Proposal shall provide a breakdown of the Price as set out in Bidding Form F2.
- 4.5 The Financial Proposal submitted by the Bidder shall comprise the following:
- (1) signed and filled out Letter of Financial Proposal, as set out in Bidding Form F1; and
  - (2) details of Financial Proposal, as set out in Bidding Form F2, in accordance with ITB 4.4.

#### **ITB 5. Currencies of Bid and Payment**

- 5.1 Price shall be quoted in PKR per Liter.
- 5.2 Only the following components of Price shall be subject to upward or downward indexation subject to variation / change of such price / rate and its structure revised by the relevant body / competent authority;
- (1) HSD Ex-Depot Sale Price
  - (2) Freight
  - (3) General Sales Tax
- 5.3 Payments shall be made in PKR.

#### **ITB 6. Bid Security**

- 6.1 The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to **Two Million Pakistani Rupees** only (PKR 2,000,000/-) (the “**Bid Security**”).

6.2 The Bid Security shall be a demand guarantee, at the Bidder's option, in any of the following forms:

- (1) an unconditional bank guarantee (using Bidding Form T5); or
- (2) a cashier's or certified cheque.

6.3 The Bid Security shall be issued and maintained in PKR by an Acceptable Bank.

The term "**Acceptable Bank**" for purposes of these Bidding Documents means a scheduled bank in Pakistan or a financial institution incorporated or organized in Pakistan having a credit rating of at least "AA minus" or higher by PACRA or "AA minus" or higher by JCR-VIS, in each case, acceptable to the Company.

6.4 The Bid Security shall be valid until thirty (30) days following the Bid Validity Period. If the terms of the Bid Security issued by the Successful Bidder specifies an expiry date and the Performance Security has not been issued by the Successful Bidder, the Successful Bidder shall, thirty (30) days prior to the expiry of the Bid Security, extend the Bid Security until such date as notified by the Company.

6.5 Any Bid not accompanied by a compliant Bid Security (as exclusively determined by the Company) shall be rejected by the Company as non-responsive.

6.6 Bid Securities of Bidders other than the Successful Bidder shall be returned as promptly as possible upon the Successful Bidder's furnishing of the Performance Security pursuant to ITB 13 and signing of the Notice of Award for Supply of HSD.

6.7 The Bid Security shall be forfeited:

- (1) if a Bidder withdraws its Bid during the Bid Validity Period or if the Bidder is found to be engaged in any fraudulent or corrupt practice; or any practice, which in opinion of the Company, might affect transparency or competitiveness of the bidding process, or
- (2) if the Successful Bidder fails to:
  - a. sign the Notice of Award for Supply of HSD in accordance with ITB 12;
  - b. furnish Performance Security pursuant to ITB 13; or
  - c. fulfil its obligations under the Bidding Documents in terms thereof.

#### **ITB 7. Bid Validity Period**

7.1 Bids shall remain valid for a minimum of one hundred twenty (120) days from the Submission Deadline (the "**Bid Validity Period**").

#### **ITB 8. Deadline for Submission of Bids**

8.1 Bids must be received by the Company at the address specified in ITB 9.1 not later than 11:00 PST on 25.06.2021 (the "**Submission Deadline**").

8.2 The Company may, at its discretion, extend the Submission Deadline or amend the Bidding Documents at any time. In such case all rights and obligations of the Company and the Bidders previously subject to the earlier Submission Deadline shall thereafter be subject to extended Submission Deadline.

8.3 Any Bid received by the Company after the Submission Deadline shall be returned unopened to such Bidder.

## ITB 9. Bid Opening

- 9.1 The Company shall conduct the opening of Technical Proposals (the “**Bid Opening**”) in the presence of Bidders representatives who choose to attend, and at the following address, date and time:

*Address:* Quaid-e-Azam Thermal Power (Pvt.) Ltd., 1<sup>st</sup> Floor, 7-C-1, Gulberg III, Lahore, Pakistan

*Date:* 25.06.2021, *Time:* 11:30 PST

- 9.2 The Financial Proposals shall remain unopened and will be held in custody of the Company until the time of their opening, as communicated by the Company to the Bidders in accordance with ITB 9.6.

- 9.3 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:

- (1) the name of the Bidder;
- (2) the value of the Bid Security; and
- (3) any other details as the Company may consider appropriate.

- 9.4 Only Technical Proposals read out and recorded at Bid Opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids, in accordance with ITB 8.3.

- 9.5 The Company shall prepare a record of the Bid Opening that may include, *inter alia*: the name of the Bidder and the value of the Bid Security or its absence. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record may be distributed to all Bidders who submitted Bids before the Submission Deadline.

- 9.6 At the end of the evaluation of the Technical Proposals, the Company shall invite Bidders who have submitted Technical Proposals to attend the opening of the Financial Proposal. The date, time, and location of the opening of Financial Proposal shall be informed by the Company.

- 9.7 The Company shall notify in writing, at the time of or at any time prior to the opening of the Financial Proposal, the Bidders who have been rejected on the grounds of their Technical Proposals not being responsive to the requirements of the Bidding Document. Such Bidders shall be required to collect their Financial Proposals unopened from the Company.

- 9.8 The Company shall conduct the opening of Financial Proposals of all Bidders who submitted responsive Technical Proposals, in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Company. The Bidders’ representatives who are present shall be requested to sign a register evidencing their attendance.

- 9.9 Financial Proposals of the Bidders shall be opened one at a time and the following read out and recorded:

- (1) the name of the Bidder;
- (2) the Price, Ex-Depot Price, Discount, Frieght Charges and GST; and

- (3) any other details as the Company may consider appropriate.
- 9.10 Only Financial Proposals, read out and recorded during the opening of Financial Proposals shall be considered for evaluation. No Financial Proposal shall be rejected at the opening of Financial Proposals.
- 9.11 The Company shall prepare a record of the opening of Financial Proposals that shall include, as a minimum: the name of the Bidder and the Price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

#### **ITB 10. Clarification of Bids**

- 10.1 To assist in the examination, evaluation and comparison of the Technical Proposal and/or Financial Proposal, the Company may, at its discretion, ask the Bidder for clarification, additional information or supporting documentation in respect of any matter associated with the documentation submitted by the Bidder in its Bid. Any such request and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

#### **ITB 11. Lowest Evaluated Bidder**

- 11.1 The Bidder that offers the lowest price per litre (the "**Price**") in Pakistani Rupees (PKR) as listed in Bidding Form F2 shall be declared the Lowest Evaluated Bidder.

#### **ITB 12. Notice of Award**

- 12.1 Prior to expiration of the Bid Validity Period, the Company shall notify the Lowest Evaluated Bidder in writing that its Bid has been accepted (the "**Notice of Award**"). This letter shall provide the Price, HSD Ex-Depot Sale Price, Discount, Freight and General Sales Tax as provided by the Bidder in Bidding Form F2, payable to the Supplier by the Company in consideration of the execution and completion of the Supply of HSD subject to the terms of the Annex A- Terms & Conditions for Supply of HSD (the "**Contract**").
- 12.2 The Lowest Evaluated Bidder shall acknowledge and return the Notice of Award with its acceptance (the "**Acceptance of Notice of Award**") along with Performance Security as per ITB 13.1 within two (02) days of the issuance of Notice of Award, failure of which may constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security at the sole discretion of the Company. Upon Acceptance of Notice of Award and issuance of Performance Security, the Lowest Evaluated Bidder would be considered as "**Successful Bidder**".

#### **ITB 13. Performance Security**

- 13.1 The Lowest Evaluated Bidder shall furnish to the Company on or prior to the Acceptance of Notice of Award, a Performance Security in the form specified in Annex B.
- 13.2 The Performance Security shall be in the amount equal to Five Million Pakistani Rupees (PKR 5,000,000/-) (the "**Performance Security Amount**") and shall secure all of the Supplier's obligations and liabilities to the Company for the Supplier's

failure to perform any of its obligations as per Annex A – Terms & Conditions for Supply of HSD, including the Supplier’s timely and continuous performance of the Supply of HSD. The Performance Security, submitted in accordance and in terms of the ITB 13, shall come into force and become automatically effective upon issuance and shall continue to remain intact till six (06) months (the “**Term**”) from the Acceptance of Notice of Award. Upon request of the Company, the Supplier shall, thirty (30) days prior to the expiry of the Performance Security, extend the Performance Security until such date as notified by the Company.

- 13.3 The Performance Security shall be encashable in accordance with the terms thereof and shall be payable on the Company’s first written demand without reference, recourse or any prior notice to the Supplier for encashment. The provision, the effectiveness and the maintenance of the Performance Security is also a condition precedent to the Company’s obligation to make any payments due as per Annex A-Terms & Conditions of Supply of HSD.
- 13.4 Notwithstanding the right of the Company to encash the Performance Security pursuant to ITB 13.3, if the Company considers itself entitled to make a claim under the Performance Security, it shall so notify the Supplier specifying the default of the Supplier upon which it bases its claim. The Company shall, on making any claim under the Performance Security, comply with the requirements and procedures set out in the Performance Security and will send a copy of any such claim to the Supplier.
- 13.5 In the event the credit rating of the financial institution issuing and/or counter guaranteeing the Performance Security falls below the credit rating of an Acceptable Bank, the Supplier shall replace the financial institution issuing and/or counter guaranteeing the Performance Security within fourteen (14) Days of such occurrence, failing which the Company shall be entitled to (without notice to the Supplier) immediately encash the full amount of the Performance Security.
- 13.6 For purpose of clarity the Performance Security shall continue to remain in force for the period mentioned therein even if the Contract has expired.
- 13.7 Failure of the Successful Bidder to comply with the requirements of ITB 12.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security. In such event the Company may award the Contract for Supply of HSD to the next lowest evaluated Bidder whose Bid has been determined to be responsive to the Bidding Documents. The procedure to award the Contract for Supply of HSD to the next lowest evaluated Bidder shall apply *mutatis mutandis* to the existing procedure applicable to the lowest evaluated Bidder.

#### **ITB 14. Issuance of Purchase Order**

- 14.1 The Company may issue the Purchase Order to the Successful Bidder at any time thereafter. Upon Issuance of the Purchase Order, the Successful Bidder shall be bound to Supply the HSD required herein, in terms hereof, and shall be considered for the purpose of this Bidding Process to be the “**Supplier**”.

#### **ITB 15. Company’s Right to Vary**

- 15.1 The Company has a right to vary, upward or downward, the Total Requisite Volume at any stage.



- 15.2 However, the Supplier shall not vary the Price, after applying indexation mechanism as per ITB 5 and Clause 5 of Annex-A, for the duration of the Bid Validity Period as quoted in the Bidding Form if the requirement is varied by the Company.

**ITB 16. Company's Right to Reject Bids**

- 16.1 The Company reserves the right to annul the Bidding Process and reject all Bids at any time prior to Issuance of Purchase Order.

**ITB 17. One Bid per Bidder**

- 17.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this Bidding Process if a Bidder participates in more than one Bid in this Bidding Process, either individually or as a partner in a JV, or is an affiliate of the Company or any of its advisors.

## Annex A

### Annex-A: Terms & Conditions for Supply of HSD

#### 1. REQUIREMENT

The (*insert supplier name*) confirms and agrees to sell and deliver approximately **22 Million Litres (22,000,000 Litres)** (the “**Total Requisite Volume**”) of High Speed Diesel (HSD) at the Plant. The Company has a right to vary, upward or downward, the Total Requisite Volume, however, the Supplier shall not vary the Price, after applying indexation mechanism (if applicable) as per ITB 5 and Clause 5 of Annex-A, for the duration of the Bid Validity Period as quoted in the Bidding Form if the requirement is varied by the Company.

#### 2. DELIVERY

The Supplier shall deliver the HSD at the Plant, located at Bhikki 18km from Sheikhpura on Lahore-Sheikhpura-Faisalabad Road. The Supplier shall deliver, unless otherwise required by the Company, HSD as per the described quantity in the Purchase Order. The estimated quantity is 3.360 Million Liters Per day.

The tentative date for issuance of PO is 29-06-2021 and may be subject to change as per Company’s instructions and requirements.

#### 3. MEASUREMENT AND RECEIPT OF HSD

**3.1** The authorized representative of the Company (to be notified by the Company) shall inspect the tank lorry on arrival at the Plant to ensure that all chambers have been sealed properly and none of the seals have been broken / tampered with. In case the seals appear to be broken or have been tampered with, such authorized representative shall immediately inform the Supplier’s representative (to be notified by the Supplier). Subsequently, it shall be investigated by both Parties if the delivered HSD has been debased and if there has been pilferage in the supplied volume.

**3.2** Notwithstanding the foregoing, samples of the HSD may be taken from each chamber of the tank lorry and be tested (if the Company so requires) to ensure conformance of the supplied HSD with the Requisite Specification as per Clause 4. The testing shall be carried out by third party as designated by the Company or mobile testing van of the Supplier and all such costs shall be borne by the Supplier. If the specification of the supplied HSD fails to comply with the Requisite Specification, then the HSD supplied in the tank lorry shall be rejected. Additionally the Company may opt for testing at the laboratory present at the Plant.

**3.3** Provided that the supplied HSD is in conformance with the Requisite Specification, the volume of the HSD in the tank lorry will be measured in presence of both the Company’s authorized representative and the Supplier’s representative. The mechanism of measuring of supplied HSD shall be as under;

**3.3.1.** The HSD tank lorry’s weight may be measured on the Weighing Bridge prior to decanting and then after the tank lorry has been fully decanted and the reduction in weight may be measured accordingly.

**3.3.2.** Notwithstanding 3.3.1 above, the HSD shall be measured in volume and the measuring unit for it shall be standard liter at ambient temperature.

**3.3.3.** The authorized representative of the Company shall measure the HSD at time of arrival of the loaded tank lorry therewith at the Plant by using dip stick and calculate the volume of the HSD through calibration chart available with the driver of the said tank lorry. The calibration charts and certificate of calibration of the tank lorry shall be from a certified lab acceptable to the Company.

**3.3.4.** Both Parties shall comply with the following procedure whilst measuring the HSD;

**3.3.4.1.** Before insertion of the dip rod, the tank lorry shall be allowed to stand on a flat surface for a period of thirty to forty-five (30-45) minutes.

## Annex A

- 3.3.4.2.** The dip level shall be recorded in millimeters for each chamber of the tank lorry. The ambient temperature shall be measured simultaneously as well.
- 3.3.4.3.** The volume of HSD shall be calculated using the temperature correction & calibrations charts, and the established volume shall be noted down.
- 3.4** The measured volume of HSD shall be checked against supplied volume mentioned on the delivery invoice that accompanies the tank lorry. In case of any short delivery, due to pilferage or any other attributable reason, the measured volume of HSD along with dip level of each chamber shall be written on the delivery invoice and shall be countersigned by the Supplier's representative. Such volume shall be considered to be the actual volume of HSD delivered at Plant.
- 3.5** After the specification and volume of the delivered HSD has been satisfactorily established and accepted by the Company, the tank lorry will be decanted in presence of the Company's authorized representative and the Supplier's representative in the following manner;
- 3.5.1.** Prior to decanting of the HSD into the HSD Storage Tanks of the Company, the chassis of the tank lorry shall be properly earthed using a grounding cable.
- 3.5.2.** The HSD shall be decanted into the HSD Storage Tanks of the Company, by either gravity or pumps through a hose-pipe.
- 3.5.3.** After the HSD in the tank lorry has been decanted, it shall be ensured that the tank lorry is completely empty by checking visibly the inside of the chambers and in case volume is left in any chamber of the tank lorry then the tank lorry shall be decanted by parking it on an inclined platform in a way that the side opposite the valves is 3-4 inches higher than the other side.
- 3.5.4.** Manhole covers shall be opened just before decanting or during incursion of the dip rod into the dip hole.
- 3.6** The transfer of title of the delivered HSD shall pass to the Company once the HSD in the tank lorry passes the outlet of the tank lorry and into the Company's HSD unloading piping.
- 3.7** After the tank lorry has been decanted, the Company's authorized representative shall sign the delivery invoice provided that;
- 3.7.1.** The delivery invoice is based on the prescribed format, as mutually agreed between both parties.
- 3.7.2.** The delivery invoice is duly caused to be signed by the Supplier.
- 3.7.3.** The invoice is accompanied by test / analysis reports verifying that the delivered HSD conforms with the Requisite Specification. Notwithstanding the provision under Sub-Clause 3.2.
- 3.7.4.** The volume of HSD measured at the Plant is the same as it is mentioned on the invoice. In case of any discrepancy, provisions of Sub-Clause 3.4 will be applicable.
- 3.8** For the purpose of this Bidding Process (**IFP NO. 13 – RLNG – POWER PLANT (HSD)**) and these Terms & Conditions, the volume (in liters) of HSD delivered to the Plant by the Supplier; **(i)** that conforms with the Requisite Specification as per Clause 4, **(ii)** the volume of which is duly measured, validated and confirmed by the Company, and **(iii)** for which the delivery invoice(s) has(-ve) been duly signed by both Parties, shall be considered the **“Delivered Volume”**.

## Annex A

### 4. QUALITY SPECIFICATION

The specification of the HSD supplied to the Plant shall comply with the specification as prescribed hereunder (the “**Requisite Specification**”).

No.	Test	Test Method	Values
1	Specific Gravity 60/60°F	ASTM D 1298	0.82-.87
2	Distillation 90% Recovery, °C (°F)	ASTM D 86	Max. 365 (689)
3	Colour ASTM	ASTM D 1500	Max. 3
4	Flash Point (PMCC), °C (°F)	ASTM D 93	Min. 54 (130)
5	Sulphur Content, % wt.	ASTM D 1551/1266/4294	Max. 1.0
6	Copper Strip Corrosion 3 hrs. at 50 °C (122 °F)	ASTM D 130	Max. No: 1 STR IP
7	Viscosity, Kinematic 40 °C cSt	ASTM D 445	Min. 1.0, Max. 6.5
8	Max	ASTM D 2500	Max. 6(43) / 9(48)
9	Pour Point, °C (°F) Winter / Summer	ASTM D 97	Max. 3(37) / 6(43)
10	Conradson Carbon Residue on 10% Distillation Residue, % wt.	ASTM D 189	Max. 0.2
11	Ash, % wt.	ASTM D 482	Max. 0.01
12	Sediment, % wt.	ASTM D 473	Max. 0.01
13	Water, % Vol.	ASTM D 95	Max. 0.10 (import)
14	Cetane Number or Centane Index	ASTM D 613, ASTM D 976	Min. 45, Min. 45
15	Strong Acid Number, mg KOH/g	ASTM D 3242 / D-664	Nil
16	Total Acid Number, mg KOH/g	ASTM D 3242 / D-664	Max. 0.5
17	Calorific Value Btu/lb	ASTM D 240/4868	Typical 19000

### 5. PRICING

The price for HSD delivered to the Plant shall be based on per litre price of HSD as quoted in the Proposal of the Bidder / Supplier (the “**Price**”), in the Bidding Form F2. For the purpose of pricing it is hereby understood that the Price has the following break-up;

- HSD Ex-Depot Sale Price (**A**)
- Discount (**B**)
- Net HSD Price [(**A**)-(**B**)]
- Freight (**C**)
- Delivered HSD Price [(**A**)-(**B**)]+(**C**)
- General Sales Tax (**D**)
- Price [(**A**)-(**B**)]+(**C**)+(**D**)

**HSD Ex-Depot Sale Price, Freight and General Sales Tax** may be subject to indexation subject to variation / change of such price / rate and its structure revised by the relevant body / competent authority. Any such revision would be to the Company’s account and the Price prevailing at the time of delivery shall be applicable and charged accordingly.

The discount offered voluntarily by the Supplier as part of its Proposal in PKR / Liter of HSD (the “**Discount**”) (as mentioned in the Bidding Form) shall not be subject to any reduction for the Term.

### 6. TERMS OF PAYMENT.

The Supplier may raise an invoice duly signed by both Parties, against the Delivered Volume at the end of each day. Payments to the Supplier from the Company shall be made within forty-eight hours of receiving of invoice, only for the Delivered Volume as mentioned in Clause 3 against the Price as described in Clause 5.

### 7. TERMINATION.

Without prejudice to any other rights and remedies available, the Company shall be entitled to terminate this contract / arrangement at any time, without incurring any further obligations or liabilities hereunder except for those liabilities that arose prior to such termination.

### 8. MISCELLANEOUS

**Annex A**

The Supplier agrees and confirms to all the obligations and requirements of the Bidder, under the Instruction To Bidder **IFP NO. 13 – RLNG – POWER PLANT (HSD)** including but not limited to Performance Security.

[Bidder]

[Company]

[Signature of authorized signatory]<sup>1</sup>  
[signature]<sup>2</sup>

[Signature of authorized signatory]<sup>2</sup>

[Name of authorized signatory]

[Name of authorized signatory]

[Name of the Supplier]

[Name of the Company]

**WITNESSES:**

1. Signature: \_\_\_\_\_

2. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

NIC: \_\_\_\_\_

NIC: \_\_\_\_\_

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<sup>1</sup> All pages need to be signed and stamped by the authorized signatory.

<sup>2</sup> Company to counter-sign the document once the Bidder is declared Successful Bidder

**Annex B**

**Annex-B – Form of Performance Security**

[•], 2017

To:

[•]

[Insert Address]

**Performance Security No.** \_\_\_\_\_ (the **Bond**)

We, [•]<sup>1</sup>, being the Bond issuing bank (the **Issuing Bank**) understand that the following parties have entered/or is entering into “CONTRACT FOR SUPPLY OF HSD TO 1180 MW CCPP BHIKKI” on or about [•], 20[•] (the **Contract**):

- (a) QUAID-E-AZAM THERMAL POWER (PRIVATE) LIMITED, a company incorporated under the laws of Pakistan having its registered office located at [•] (the **Company**); and
- (b) [•], a company incorporated under the laws of [•] having its registered office located at [•] (the **Supplier**).

Further, we understand that pursuant to the Contract, the Supplier is required to provide the Company with a performance bond equal to [•][•]/- ([•][•]).

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally on demand to pay to the Company, without any notice, reference or recourse to the Supplier or to any other entity or without any recourse or reference to the Contract or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

[•][•]/- ([•][•])

(the **Guaranteed Amount**)

at sight and immediately, however not later than [•] business days from the date of receipt of the Company’s first written demand (the Demand) at the Issuing Bank’s offices located at [•] or through SWIFT instructions transmitted by the Company’s bank (i.e. Habib Bank Limited), on behalf of the Company, to the Issuing Bank, such Demand stating:

- (a) that the Supplier is in breach of its obligations towards the Company:
  - (i) specifying the breach and, if applicable, requesting the Supplier to cure the breach;
  - (ii) if applicable, certifying that the Supplier has failed to remedy the breach within the period allowed for remedial action; and
- (b) the total amounts demanded.

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<sup>1</sup> Insert name of the bank;

## Annex B

A Demand shall only be honoured by us (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of the Company, as duly verified to us by the Company's bank (i.e. Habib Bank Limited); or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the Company's bank (i.e. Habib Bank Limited), on behalf of the Company.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Bond at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Bond, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Bond shall come into force and shall become automatically effective upon its issuance.

After having come into force, this Bond and our obligations hereunder will expire on the earlier of:

- (i) [•] (the **Performance Security Expiry Date**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Performance Security Original Expiry Date, the Issuing Bank shall honour that Demand; or
- (ii) when the aggregate of all payments made by us under this Bond equal the Guaranteed Amount.

Upon expiry, this Bond shall be returned to the Supplier without undue delay. Multiple Demands may be made by the Company under this Bond but our aggregate liability will be restricted up to the Guaranteed Amount.

The Guaranteed Amount shall be revised upon receipt by us of a notice duly signed by the Company and the Supplier of the revised guaranteed amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Company, the Supplier or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Bond for its validity period shall not be affected in any manner by any change in our constitution or of the Supplier's constitution or of their successors and assignees and this Bond shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Bond.

If one or more of the provisions of this Bond are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Bond.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Bond, which obligations are valid and legally binding on and enforceable against us under the laws of Pakistan and under the laws of the jurisdiction where this Bond is issued. Further, that the signatory(ies) to this Bond is/are our duly authorized officer(s) to execute this Bond.

This Bond and all rights and obligations arising from this Bond shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

## Annex B

The issuance of this Bond is permitted according to the laws of Pakistan and the laws of the jurisdiction where this Bond is issued.

This Bond is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.

\_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Witnesses<sup>2</sup>:

\_\_\_\_\_

<sup>2</sup> Under the Laws of Pakistan (Qanun-e-Shahdat, 1984), the minimum witnessing requirement mandates the presence of either two males, or one male and two females to witness, for all instances of witnessing in financial matters.



Form T1

TECHNICAL PROPOSAL SUBMISSION SHEET

Date: .....

IFP No.: **IFP NO. 13 – RLNG – POWER PLANT (HSD)**,

**Supply of High Speed Diesel (HSD) for 1180 MW Combined Cycle Power Plant, Bhikki, District Sheikhpura, Punjab, Pakistan.**

To: Quaid-e-Azam Thermal Power (Private) Limited,  
Address: 1<sup>st</sup> Floor, 7-C-1, Gulberg-III, Lahore, Pakistan  
Telephone: +92-42-35750936-8

We, the undersigned, submit our Bid and declare the following:

- (a) We have examined, understood and agreed with the requirements specified under the Bidding Documents.
- (b) We have not been declared ineligible / blacklisted by the Federal Government (Government of Pakistan) or any Provincial Government as of the date of submission of the Bid.
- (c) We understand that you may cancel the Bidding Process at any time and that you are not bound either to accept any bid that you may receive or to invite the Prospective Bidders to bid for the subject contract of these Bidding Document, without incurring any liability to the Bidders.
- (d) We agree to permit the Company or its representative to verify the particulars regarding any information, statements and/or documents furnished with the Bid in terms of ITB clause 12.
- (e) All of the Forms accompanying the Bid have duly been signed by the undersigned and stamped.

We understand that all capitalized but undefined terms shall have the meaning given to such terms under the Bidding Documents **IFP NO. 13 – RLNG – POWER PLANT (HSD)**.

Name .....

In the capacity of .....

Signed .....

.....(Seal)...

Duly authorized to sign the Bid for and on behalf of ..... (Name of Bidder)

Date .....

**Witness # 1:**

Signature: \_\_\_\_\_

Signed by: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Seal: \_\_\_\_\_

**Witness # 2:**

Signature: \_\_\_\_\_

Signed by: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Seal: \_\_\_\_\_

**Form T2**

**BIDDER'S INFORMATION SHEET**

Date:  
 IFP No.: **IFP NO. 13 – RLNG – POWER PLANT (HSD)**,

Page .....of ..... pages

Bidder's Information	
<b>Bidder's legal name</b>	
<b>Bidders's year of constitution</b>	
<b>Bidder's legal address</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>OMC License No.</b>	
<b>OMC Licesne Issuance Date</b>	
<b>Oil Storage Depot Location(s)</b>	
<p><b>Attached are copies of the following original documents:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named in above.</li> <li><input type="checkbox"/> 3. License issued by Oil &amp; Gas Regulatory Authority (OGRA) or Ministry of Petroleum &amp; Natural Resource or any other government agency authorized to issue such license establishing the Oil Marketing Company (OMC) status of the Bidder.</li> <li><input type="checkbox"/> 4. Documentary evidence to support OMCs' Oil Storage Depot location; such as latest OCAC Oil Report.</li> </ul>	

**Form T3**

**AVERAGE ANNUAL TURNOVER SHEET**

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Bidder's Legal Name: .....

Date: .....

IFP No.: **IFP NO. 13 – RLNG – POWER PLANT (HSD)**

Page ..... of ..... pages

**Bidder must fill in this form**

<b>Annual Turnover Data for the Last Three (03)- Years</b>		
<b>Year</b>	<b>Amount (Pakistani Rupees, in words)</b>	<b>Amount (Pakistani Rupees, in figures)</b>
<b>Average Annual Turnover</b>		

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts recognized for each year in Pakistani Rupees (PKR). This should be consistent with the amounts reported in the audited accounts.

**Attach copies of Audited Financial Statements for the years mentioned above.**

**Form T4**

**QUAID-E-AZAM THERMAL POWER (PVT) LIMITED**  
First Floor, 7-C-1, Gulberg-III  
Lahore, Pakistan.

[Date]

**TECHNICAL PROPOSAL<sup>1</sup>**

We, [*insert name of Bidder*], registered under incorporation / registration number [•] under the laws of [•], (the “**Bidder**”), do hereby solemnly declare that we have read and understood the complete scope of the Supply of HSD, as mentioned in Annex A – Terms & Conditions of Supply of HSD, and any obligations (direct or indirect) of the Supplier under Annex A – Terms & Conditions of Supply of HSD , and unconditionally accept the performance of the same without any omissions, reservations, deviations or conditions as our Technical Proposal.

We understand that all capitalized but undefined terms shall have the meaning given to such terms under the Bidding Documents **IFP NO. 13 – RLNG – POWER PLANT (HSD)**.

Very truly yours,

[Name of authorized signatory]

[Signature of authorized signatory]

\_\_\_\_\_

**WITNESSES<sup>2</sup>:**

<b>1. Signature:</b> _____	<b>2. Signature:</b> _____
Name: _____	Name: _____
S/O: _____	S/O: _____
Address: _____	Address: _____
_____	_____
Passport / NIC: _____	Passport/ NIC: _____

\_\_\_\_\_

<sup>1</sup> To be dated, signed by the Authorized Representative, duly witnessed and duly stamped (PKR 100/-)

<sup>2</sup> Under the Laws of Pakistan (Qanun-e-Shahdat, 1984), the minimum witnessing requirement mandates the presence of either two males, or one male and two females to witness, for all instances of witnessing in financial matters.

Form T5

**BANK GUARANTEE<sup>1</sup>**

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

[Letter by the Guarantor to the Company]

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Bidder) with address: \_\_\_\_\_

Guaranteed Amount (express in words and figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

The above premises, we (the Guarantor) hereby undertake irrevocably and unconditionally on demand to pay to Quaid-e-Azam Thermal Power(Private) Limited (the **Company**), without any notice, reference or recourse to the Bidder or to any other entity or without any recourse or reference to any document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

[●] [●]- ([●][●])

(the **Guaranteed Amount**)

at sight and immediately upon the receipt of the Company's first written demand (the **Demand**) at the Guarantor's offices located at [●] or through SWIFT instructions transmitted by the Company's bank (i.e. [●]), on behalf of the Company, to the Guarantor, such Demand stating:

- (a) that the Bidder is in breach of its obligations towards the Company; and
- (b) the total amounts demanded.

A Demand shall only be honoured by us (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of the Company, as duly verified to us by the Company's bank (i.e. National Bank of Pakistan); or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the Company's bank (i.e. National Bank of Pakistan), on behalf of the Company.

We, the Guarantor, shall unconditionally honour a Demand hereunder made in compliance with this Bank Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Bank Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

Such demand must be received by us on or before the [●] (the **Expiry Date**), when this Bank Guarantee shall expire and shall be returned to us.

\_\_\_\_\_

<sup>1</sup> To be dated, signed, witnessed and duly stamped (PKR 500/-)

**Form T5**

We have been informed that the Company may require the Bidder to extend this Bank Guarantee if the Performance Security has not been issued twenty-five (25) days prior to such expiry date. We undertake to immediately pay you such guaranteed amount upon receipt by us of your demand in writing and your written statement that the Performance Security has not been issued and that this Bank Guarantee has not been extended.

Upon expiry, this Bank Guarantee shall be returned to the Bidder without undue delay.

The Guaranteed Amount shall be revised upon receipt by us of a notice duly signed by the Company and the Bidder of the revised guaranteed amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Company, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Bank Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Bank Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Bank Guarantee.

If one or more of the provisions of this Bank Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Bank Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Bank Guarantee, which obligations are valid and legally binding on and enforceable against us under the laws of Pakistan and under the laws of the jurisdiction where this Bank Guarantee is issued. Further, that the signatory(ies) to this Bank Guarantee is/are our duly authorized officer(s) to execute this Bank Guarantee.

This Bank Guarantee and all rights and obligations arising from this Bank Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Bank Guarantee is permitted according to the laws of Pakistan and the laws of the jurisdiction where this Bank Guarantee is issued.

This Bank Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.

Name: .....

Designation: .....

Witnesses<sup>2</sup>: .....

\_\_\_\_\_

<sup>2</sup> Under the Laws of Pakistan (Qanun-e-Shahdat, 1984), the minimum witnessing requirement mandates the presence of either two males, or one male and two females to witness, for all instances of witnessing in financial matters.

Form T6

**POWER OF ATTORNEY<sup>1</sup>**

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**KNOWN BY ALL THAT** by this Power of Attorney [*insert name of Bidder*] (the “**Bidder Company**”) having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Bidder Company, hereinafter referred to as the attorney, to sign the Bid, the ancillary documents, the Acceptance of Notice of Award and the Contract for Supply of HSD (if awarded the Notice of Award) and to act for and on behalf of the Bidder Company and to bind the Bidder Company in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto.

The Bidder Company does hereby ratify & confirm whatever the attorney shall do by virtue of these presents.

**Specimen signature of Mr.** [*name of the nominee*]

**Specimen signature of Mr.** [*name of the nominee*]

[Signature]

[Name]

[Designation]

[Company]

**WITNESSES<sup>2</sup>:**

1. Signature: _____	2. Signature: _____
Name: _____	Name: _____
S/O: _____	S/O: _____
Address: _____	Address: _____
_____	_____
Passport / NIC: _____	Passport / NIC: _____

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<sup>1</sup> To be dated; witnessed; duly stamped (PKR 100/-); signed by and authorized person; and in the language as required under the ITB.

<sup>2</sup> Under the Laws of Pakistan (Qanun-e-Shahdat, 1984), the minimum witnessing requirement mandates the presence of either two males, or one male and two females to witness, for all instances of witnessing in financial matters.

**Form T7**

**INTEGRITY PACT<sup>1</sup>**

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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 No.: **IFP NO. 13 – RLNG – POWER PLANT (HSD)** Dated: **[To Be Left Empty]**  
Contract Value: **[To Be Left Empty]<sup>2</sup>**  
Contract Title: **CONTRACT FOR SUPPLY OF HIGH SPEED DIESEL (HSD) TO 1,180  
MW (GROSS) COMBINED CYCLE POWER PLANT BHIKKI.**

[*name of Bidder Company*] (the “**Bidder Company**”) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan, Government of Punjab, Quaid-e-Azam Thermal Power (Private) Limited, any administrative subdivision or agency thereof or any other entity owned or controlled by Government of Pakistan or the Government of Punjab (collectively to be hereinafter referred to as the “**GoP**”) through any corrupt business practice.

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [*name of Bidder Company*] 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 Bidder Company*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

**Name of Company: Quaid-e-Azam Thermal Power (Private) Limited**  
**Name of Bidder Company: \_\_\_\_\_ Signature: .....**

[Seal]

\_\_\_\_\_

<sup>1</sup> To be dated; witnessed; duly stamped (PKR 100/-); signed by and authorized person; and in the language as required under the ITB..

<sup>2</sup> Contract Value is not to be filled as part of the Technical Proposal, it’ll be filled by the Successful Bidder at a later stage.



**Form T8**

**QUAID-E-AZAM THERMAL POWER (PVT) LIMITED**  
First Floor, 7-C-1, Gulberg-III  
Lahore, Pakistan.

[Date]

**UNDERTAKING OF ELIGIBILITY / NON-BACKLISTING<sup>1</sup>**

We, \_\_\_\_\_, registered under incorporation / registration number [•] under the laws of [•], (the “**Bidder**”), do hereby solemnly declare and submit this undertaking of eligibility that we have not been blacklisted by the Government of Pakistan or the Government of Punjab as of the date of the submission of the Bid.

Very truly yours,

[Name of authorized signatory]

[Signature of authorized signatory]

\_\_\_\_\_

**WITNESSES<sup>2</sup>:**

<b>1. Signature:</b> _____	<b>2. Signature:</b> _____
Name: _____	Name: _____
S/O: _____	S/O: _____
Address: _____	Address: _____
_____	_____
Passport / NIC: _____	Passport/ NIC: _____

\_\_\_\_\_

<sup>1</sup> To be dated; witnessed; duly stamped (PKR 100/-); signed by and authorized person; and in the language as required under the ITB.

<sup>2</sup> Under the Laws of Pakistan (Qanun-e-Shahdat, 1984), the minimum witnessing requirement mandates the presence of either two males, or one male and two females to witness, for all instances of witnessing in financial matters.

**Form F1**

**QUAID-E-AZAM THERMAL POWER (PVT) LIMITED**

First Floor, 7-C-1, Gulberg-III  
Lahore, Pakistan.

**FINANCIAL PROPOSAL**<sup>1</sup>

We, [*insert name of Bidder*], registered under incorporation / registration number [•] under the laws of [•], (the “**Bidder**”), do hereby solemnly declare that we have read and understood the complete scope of the Supply of HSD and any obligations (direct or indirect) of the Supplier under the Contract for Supply of HSD, and unconditionally offer to perform the same without any omission, reservation, deviations or conditions for a **Price of PKR/Litre** \_\_\_\_\_ (in words), i.e. PKR/Litre \_\_\_\_\_ (in figures).

We solemnly declare and acknowledge that the above price is inclusive of all taxes and duties and other costs set forth in ITB 5. We also understand that all capitalized but undefined terms shall have the meaning given to such terms under the Bidding Documents **IFP NO. 13 – RLNG – POWER PLANT (HSD)**.

Very truly yours,

[*Name of authorized signatory*]

[*Signature of authorized signatory*]

**WITNESSES<sup>2</sup>:**

<b>1. Signature:</b> _____	<b>2. Signature:</b> _____
Name: _____	Name: _____
S/O: _____	S/O: _____
Address: _____	Address: _____
_____	_____
Passport / NIC: _____	Passport/ NIC: _____

<sup>1</sup> To be dated, signed by the Authorized Representative, duly witnessed and duly stamped (PKR 100/-)

<sup>2</sup> Under the Laws of Pakistan (Qanun-e-Shahdat, 1984), the minimum witnessing requirement mandates the presence of either two males, or one male and two females to witness, for all instances of witnessing in financial matters.

## Form F2

### DETAILS OF FINANCIAL PROPOSAL

Item	Quoted Prices [PKR/Litre]
HSD Ex-Depot Sale Price (A)	
Discount (B)	
Net HSD Price [(A)-(B)]	
Freight (C)	
Delivered HSD Price [(A)-(B)]+(C)	
General Sales Tax (D)	
<b>Price</b> [(A)-(B)]+(C)+(D)	

#### Notes:

1. All Prices are to be stated in Pakistani Rupees (PKR).
2. All Prices shall include all taxes and duties and other costs set forth in ITB 5.
3. Only the HSD Ex-Depot Sale Price, Freight and General Sales Tax shall be subject to indexation. All other Price components shall remain constant for the Term and no change shall be acceptable.
4. HSD Ex-Depot Sale Price shall be the most recently notified price by OGRA.
5. The **Price** quoted in "thick-outlined box" shall be used in Bidding Form F1. In case of any discrepancies, Bidding Form F2 will supercede Bidding Form F1.