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# CORRIGENDUM

## EXTENSION IN SUBMISSION DATE OF BIDS FOR CONSULTANCY SERVICES FOR RE-ORGANISATION OF FINANCE DIRECTORATE

With reference to the LESCO advertisement captioned "Expression of Interest for re-organization of Finance Directorate" published in different newspapers on 24-04-2022, last date for submission of bids has been extended up to **30-05-2022**.

Other contents of the subject advertisement will remain same / unchanged.

This Corrigendum is also available on PPRA website [www.ppra.org.pk](http://www.ppra.org.pk)



**CHIEF FINANCIAL OFFICER (LESCO)**

22-A Queens Road, Lahore.

Ph: 042-99204816, Fax: 042-99204817

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PTD (L) 3582

Conserve Electricity to Reduce Load Shedding DMPR# 137(2021-22)

Page 10/05/2022



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# LAHORE ELECTRIC SUPPLY COMPANY



## LOCAL BIDDING DOCUMENT

### **TENDER NO. 01/CFO/LESCO/2022**

### **Acquiring Consultancy Services of Chartered Accountancy Firm for Re-Organization of LESCO's Finance Directorate**

Office of CFO,  
LESCO Headquarters, 22-A Queens Road, Lahore  
Phone No. 042-99204816



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## Section 1

### Expression of Interest

Lahore Electric Supply Company (LESCO) invites applicants from Chartered Accountancy Firms who fulfill our selection criterion for providing consultancy services as described below (the “Services”).

Tender No	Description	Date & Time	
		Submission of Bids	Opening of Bids
01/CFO/LESCO/2022	Consultancy services for Re-organization of LESCO Finance Department which inter-alia includes review of its Role and Responsibility Matrix, Organizational structure, Accounting manual, SOPs Processes and Transaction flows, and propose Changes, keeping in view latest applicable accounting standards under best international practices operating in a ERP (including other digital based accounting system) based working environment. . The consultant firm shall also be required to monitor the implementation of its recommendations (the “Services”).	12-05-2022 At 10:30 am	12-05-2022 At 11:00 am

The Bidding documents are available for the interested bidders at 4<sup>th</sup> floor, office of CFO LESCO Ltd., 22-A Queens Road, Lahore. Price of Bidding document is 1000/- in cash (non- refundable). Bidding document can also be downloaded from website at [www.lesco.gov.pk](http://www.lesco.gov.pk) free of cost just for reading purpose only.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at 4<sup>th</sup> floor, office of CFO LESCO Ltd., 22-A Queens Road, Lahore on or before above mentioned closing date and time. Bid will be opened on the same day at aforesaid dates & timings. All rights reserved by LESCO to make any amendment/change or cancel the whole process of tender.

The advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk)

	<p style="text-align: center;"><b><u>LAHORE ELECTRIC SUPPLY COMPANY</u></b>  <b><u>LIMITED</u></b>  <b>FINANCE DIRECTORATE</b>  <b>22/A Queens Road, Lahore P.O Box # 2261</b>  Ph: 042-99204816, fax: 042-99202817  e-mail: <a href="mailto:cfo@lesco.gov.pk">cfo@lesco.gov.pk</a></p>
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## SECTION II

### Technical Proposal

#### Tender NO.01/CFO/LESCO/2021

<p><b>Due by 10.30 AM on ____ - ____ -2022</b>  Tender will be opened at <b>11.00 AM</b> on ____ - ____ -2022  Tender shall remain valid for 90 days after opening date.</p>	<p style="text-align: center;"><b>CFO Director</b>  <b>LESCO Ltd, Lahore</b></p>
--	--

*Name of Bidder* \_\_\_\_\_

Sr. No	DESCRIPTION
1	<p>Consultancy services for Re-organization of LESCO Finance Department which inter-alia includes review of its Role and Responsibility Matrix, Organizational structure, Accounting manual, SOPs Processes and Transaction flows, and propose Changes, keeping in view latest applicable accounting standards under best international practices operating in a ERP (including other digital based accounting system) based working environment. . The consultant firm shall also be required to monitor the implementation of its recommendations (the “Services”).</p>

#### 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 under PPRA-2004 amended to date.

**SIGNATURE OF BIDDER**

## ADDRESS WITH OFFICE STAMP

	<b><u>LAHORE ELECTRIC SUPPLY COMPANY LIMITED</u></b> <b>FINANCE DIRECTORATE</b> <b>22/A Queens Road, Lahore P.O Box # 2261</b> Ph: 042-99204816, fax: 042-99202817 e-mail: <a href="mailto:cfo@lesco.gov.pk">cfo@lesco.gov.pk</a>
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### SECTION III

#### Financial Proposal

**Tender NO. 01/CFO/LESCO/2022**

Tender shall remain valid for 90 days after opening date.	<b>CFO</b> <b>LESCO, Lahore</b>
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**Name of Bidder** \_\_\_\_\_

DESCRIPTION	RATE EXCLUSIVE OF TAXES
Phase 1	Rs.
Phase 2	Rs.
Phase 3	Rs.
Total	
Contract Price (Phase 1 to 3)	

Note:

- Phases 1, 2 and 3 as described in the Bidding Documents
- Bidder has to quote professional fee lump sum in PKR for Phase 1, 2 and 3 separately exclusive of taxes
- Bid must be inclusive of all charges including travel from Bidders offices to LESCO Head Office and hotel charges and expenses for stay in Lahore, LESCO will provide transportation from its Head Office to Field and other Offices and installations as well as boarding during over-night stay (Out of Lahore) on account of work at LESCO's Field and other Offices and installations. No additional payments will be made.

#### 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 under PPRA-2004 amended to date.

**SIGNATURE OF BIDDER**

## **SECTION IV**

### **INTRODUCTION**

#### **LESCO**

Lahore Electric Supply Company Limited ("LESCO") is a public limited Company incorporated in Pakistan. LESCO was established to take over all the properties, rights, assets, obligations and liabilities of Lahore Area Electricity Board owned by Pakistan Water and Power Development Authority (WAPDA) and such other assets and liabilities as agreed. LESCO was incorporated on 02 April 1998 and commenced commercial operation on 01 July 1998. The principal activity of LESCO is the distribution of electricity within the defined geographical territory. LESCO is a leading Power Distribution Company endeavoring to provide uninterrupted electric supply services to more than 5.8 million valued consumers through an extensive network in five districts of Punjab i-e., Lahore, Kasur, Sheikhupura, Okara and Nankana Districts. LESCO operates in a region of the nation that has a rapidly growing demand for electricity due to significant industrial development.

#### **FinanceDepartment**

LESCO Finance Department head is the Chief Financial Officer (CFO). The department consists of 99 accounting units. CFO office is located at LESCO Head Quarters and accounting units located across the five districts. Currently this Department has a sanctioned strength of 400+ staff members.

The main functions of this department are to carry out all finance related activities including the following:

- Bookkeeping and Financial Reporting
- Corporate Budgeting and monitoring
- Treasury Management, arranging Credit Facilities, Banking Relationship Management& pension fund management
- Payment to various parties such as suppliers, pensioners, employees and providers of services
- Compliance of Board directives pertaining to Financial matters
- Financial Planning & Financial analysis
- Management of all Tax matters with Tax authorities
- Managing NEPRA Power Tariff Petitions/Compliance and related matters with NEPRA

The department has SOPs and an accounting manual, which provide guidance to perform the various functions and its accounting trail. The department also has an Oracle based ERP (including other digital based accounting system) system that is under implementation on a fully integrated basis with all other functioning departments of LESCO.



## SECTION V

### Scope of the Work

LESCO intends to hire a Chartered Accountancy firm (the “Consultant”) for providing consultancy services for Re-organization of LESCO Finance Department which inter-alia includes review of its Role and Responsibility Matrix, Organizational structure, Accounting manual, SOPs Processes and Transaction flows, and propose changes, keeping in view latest applicable accounting standards under best international practices operating in a ERP (including other digital based accounting system) based working environment. The consultant firm shall also be required to monitor the implementation of its recommendations (the “Services”).

The Consultant is required to carry out the assignment in three phases as follows:

- (i) Phase 1 - Assessment phase to understand the existing system and carry out gap analysis (“As is” Phase)
- (ii) Phase 2 - Proposal / Recommendations as given above in scope of work section along with detailed implementation road map (“To be” Phase).
- (iii) Phase 3 - Monitoring of Implementation of recommendation over a maximum period of 12 months (“Implementation” phase)

The Consultant will be required to carry out the tasks listed below; however, where the Consultant deems it necessary and reasonable, it may propose and adopt a different approach for successful delivery; such proposal will require pre approval of LESCO Board’s Audit and Finance Committee.

#### Phase 1: Assessment (As is) Phase

- Appraising the Role and Responsibility Matrix of the Finance Department
- Reviewing the existing Finance Organogram and JDs to identify weaknesses and current status of any Succession Planning in place and existing Training Curriculum and Development Plans
- Appraising the existing Accounting Manual, SOPs, Operational activities and Business Processes of the department
- Assess the level of automation and ERP integration at present
- Identify critical areas which can be further strengthened keeping in view the Regulatory framework of Power Sector.
- Identify major loopholes of internal controls and weakness in book keeping
- Any other associated tasks deemed necessary by the consultant and/ or Board Audit Committee.

Consultant is required to provide its detailed methodology for carrying out the above tasks.

The completion of Phase 1 will be marked by acceptance of assessment reports.

The Consultant is expected to complete this phase within 50 days of the award of contract. The assessment reports will need acceptance/approval of LESCO's Board Audit and Finance Committee.

In a confidential letter to the Convener of the Board Audit and Finance Committee, the Consultant will also provide an assessment of the:

- a) adequacy of current manpower (experience, qualifications and fit for the role) in current and to be proposed roles, status of any Succession Planning and Training and Development Plan in place
- b) level of engagement and satisfaction of the Finance team, both at management as well as non-management level.

## **Phase 2: Proposal for Implementation after Assessment ("To Be" Phase)**

The objective of this phase is to determine acceptable, practical and sustainable solutions and detailed implementation roadmap for re-vamping/ restructuring / revising of each area mentioned under Phase 1. The Consultant will prepare and propose options for each area along-with their cost-benefit analysis (where appropriate), advantages / disadvantages, tangible and non-tangible benefits and implementation of the road maps, resource requirements and facilitating factors. The Consultant will prepare and submit proposals based upon international references, use of benchmarks and best practices of Finance for power distribution Companies and for functioning of specific policies, processes and procedures.

The completion of this Phase will be marked by acceptance of Consultant's proposals by LESCO Board Audit and Finance Committee. The Consultant will complete this phase and submit its recommendations as above, within 90 days of acceptance of its Reports of Phase 1.

Following will be deliverables (with reference of market best practices) of this phase:

- Revised Role Statement and Responsibility Matrix of the Finance Department
- Proposed new Organograms with comprehensive JDs (interalia including role and responsibilities, accountabilities, experience and qualification required etc.)
- Succession Plan, Training Curriculum and Development Plan for all positions
- New/Revised Accounting Manual and SOPs
- Steps to be taken for Process automation/Revamping for better segregation of duties and to achieve strong inherent internal controls
  - ERP integration to achieve full benefit of automation as well as recommendations for any other digital based accounting system suitable for LESCO

## **Phase 3: Monitoring and Implementation of the Recommendations ("Implementation" Phase):**

The objective of this phase is to implement all the approved recommendations of the consultant according to the timelines proposed in phase 2. Although this phase is the joint effort of Finance Directorate and Consultant, whereas the role of consultant is to monitor the implementation of their recommendations and assist the Board Audit and Finance committee regarding updates and achievement in the form of quarterly reports. Moreover, if there is any approval or support required in implementation phase, also assist management in getting approval/support from Board Audit & Finance Committee and other departments as well.

## Section VI

### Bid Evaluation/Qualification Criteria

For the purpose of determining the qualified evaluated bid, 80:20 weightage will apply for Technical competence and price quoted. For this purpose an evaluation committee will be constituted for evaluation of technical and financial proposal.

### General Information for Evaluation Criteria:

There will be relative marking i.e. the highest scorer will get full marks, and others will get proportionate score.

The Evaluation Criteria and Minimum Benchmark to qualify for opening of Financial Bid are given in the table below.

### Performa for Bid Evaluation / Qualification Criteria:

Criteria	Minimum Benchmark	No of factors	Max. marks
General experience in Consultancy service	Minimum 10 year plus with similar size & complexity of experience in consultancy /accounting services	<ul style="list-style-type: none"> <li>Complexity and nature of projects</li> <li>Monetary value of consultancy services</li> </ul>	10
Experience in similar projects involving reviewing/re-organizing Organization's System and policies	Minimum 3 projects of similar nature in national and multinational companies implemented successfully with better than acceptable/satisfactory performance certificate	<ul style="list-style-type: none"> <li>National/Local companies</li> <li>Multi-national companies operating in Pakistan</li> <li>Public Sector Companies</li> <li>Power Utilities in Pakistan and abroad</li> </ul>	20
Sustainability for the specific project (experience of the	Educational Qualification: Atleast 5 key personals with their <i>qualification minimum</i>	No. of dedicated staff involved in providing consultancy services, their	20



available expert)	<b>FCA</b> <ul style="list-style-type: none"> <li>Min. 15-year experience for team leader</li> <li>Min. 10-year experience for Sr. Consultant</li> <li>Min. 5 Year experience for Associate consultant</li> </ul>	qualification and certifications	
Company Profile:	<p>The Firm should not be less than A category firm as mentioned in SBP Web Site</p> <p>Identify your firm and each key professional by name, primary representative and title, address of offices, telephone and fax numbers and email address. Indicate the business structure of your firm (i.e., whether your firm is a company, joint venture, partnership, or sole proprietorship). Indicate the name(s) of the owner(s) of your firm, where applicable. Age of the Company shouldn't be less than 10 years</p>	a) Firm Age in years b) Average annual revenue from consultancy services in the last 3 years c) Average number of Partners in the last three years d) Average number of Chartered Accountants working for the firm in the last three years d) Number of Offices in Pakistan e) Average managerial staff working for the firm in the last three years f) Number of qualified staff in Advisory Dept. staff in Lahore Office in the last three years g) International Affiliation Certificate h) Tax Certificate i) Registration with PRA	20
Average over last three years of annual global turnover of the international network of chartered accountancy firm to which the bidder is a member/correspondent	<ul style="list-style-type: none"> <li>USD10billion (average at least in last 3 years)Revenue – Globally(180 PKR =1USD)</li> </ul>	Average over last three years of annual global turnover of the international network of chartered accountancy firm to which the bidder is a member	10
Approach + Methodology (Presentation)	<ul style="list-style-type: none"> <li>Conceptual Clarity</li> <li>Over all work plan</li> </ul>		20
	<b>Total Marks</b>		<b>100</b>

**Note:**

- Minimum qualification marks are 75.
- Evaluation score will be determined on the basis of quality and cost based selection method based on weightage by assigning 80 percent to the technical bid points scored and 20 percent to the financial bid.
- The bidder with the highest evaluated score will be awarded the contract.

**Bidding / Evaluation Procedures**

**Method of Procurement:** Single stage two envelope procedure as per PPRA Clause-36(b) technical and financial bids shall be adopted.

- The bid shall comprise a single package containing two separate envelopes. Each envelop shall contain separately the financial proposal and the technical proposal
- The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion
- Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened
- The envelop marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened
- The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements
- During the technical evaluation no amendments in the technical proposal shall be permitted
- The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance

After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders

**SPECIAL CONDITIONS**

- Conditional Bids / Rates will not be entertained / accepted.
- Bid submission / Tender opening date & timings shall be observed strictly.
- Bidder must submit the requisite Certificate duly filled in, regarding the Declaration of Fees, Commission & Brokerage etc. paid by them about Goods, Services & Works.
- Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules.
- In case of holiday announced by the Govt. of Pakistan, strike in LESCO or any other reasons what so ever due to which LESCO office remains closed on the above scheduled tender opening date, the tender will be opened on the next working day at the same time and place / venue.

**Working Files:**

The Consultant shall maintain accurate working files on all work documentation, including calculations, assumptions, interpretations, sources of information and other raw data collected or required in performance of this Work Order. The Consultant shall provide LESCO with the information contained in its working files upon request.

**Confidentiality/Non-Disclosure:**

All information received from LESCO or first produced under this Work Order is deemed Confidential and Proprietary Business Information of LESCO. By accepting this assignment, the Consultant agrees to (i) not divulge any LESCO proprietary information (ii) not make any use of such proprietary information, except to respond to the solicitation requirements, and (iii) not to copy, reverse engineer, or attempt to derive the composition or underlying information of any such proprietary information for any other purpose. At completion of assignment, the Consultant shall turn over all working files and final documents. No copies shall be retained for use by the Consultant.

**Procurement Integrity:**

Services performed by the Consultant for LESCO shall be performed with the highest standards of procurement integrity. The Consultant firm is expressly notified of the following regulations and prohibitions:

- The Consultant shall abide by the prevailing law prohibits any person from (a) providing or attempting to provide or offering to provide any kickback; (b) soliciting, accepting, or attempting to accept any kickback; or (c) including, directly or indirectly, the amount of any kickback in the contract price charged under a government contract.
- The Consultant shall abide by the relevant prevailing law which prohibits offering or giving a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government with the intent to obtain a contract or favorable treatment under a contract (intent generally must be inferred).

**Modifications:**

Changes in the period of performance or workdays ordered for this order can only be modified in writing by issuing Modification order by the LESCO Finance Department. In accordance with the terms of the Purchase Order Agreement under which this Work Order is issued, the Purchase Order Agreement, all issued Work Orders, and Modification Orders executed by both Parties constitute the entire agreement of the Parties (the "Contract").

**GENERAL CONDITIONS**

- The prices, exclusive of all applicable taxes and levies shall be firm and final and not subject to escalation for any reason what so ever. The conditional prices shall not be accepted.
- In case however the present duties and taxes are increased or new taxes/duties are imposed by the Government during the currency of the Contract, the same will be



paid on production of documentary evidence. In case of decrease in duties/taxes by Government the price will be decreased accordingly.

**Evaluation Criteria:**

- Bid will be considered non-responsive if the bidder's previous performance against WAPDA/DISCOs/ local / international contracts / Work Orders is not satisfactory.
- Any deviations in tender specification shall be liable for the rejection of tender.
- Arithmetical errors will be rectified on the following basis:-
  - If there is a discrepancy between the words and figures the amount in words shall prevail.
  - If there is a discrepancy between the total Tender price entered in Form of Tender and the total shown in Schedule of Prices. The amount stated in the Form of Tender will be corrected by the Contracting Officer in accordance with the Corrected Schedule of Prices.
- Tenders indicating the delivery / completion of work beyond date specified in Tender Schedule will be declared non-responsive.
- The bidder must be registered with Income Tax and Sales Tax Department.

**Bid may be rejected forthwith if:**

- The bidder submits substantially incomplete bid or only the copies of the bid are submitted without original bid.
- The bid is submitted on other than the prescribed form or is incomplete or conditional.
- The bid is illegible in any material / equipment, part or contains alternations, additions, deletions, erasers or other irregularities.
- Submitted by a bidder who has previously failed to perform properly works of similar nature
- Bid is in some way connected with bids submitted under names different from his own.
- The offer is not accompanied with schedule of technical data and schedule of deviation  
(if any) duly filled in and signed (in duplicate).

**Payment Clause:**

Payment schedule will be as follows:

Phase 1

- Advance 10%
- Acceptance of Reports (80%)
- Retention for 30 days (10%)

Phase 2

- Advance 10%
- Acceptance of Reports (80%)

- Retention for 30 days (10%)

### Phase 3

- Advance 10%
- Acceptance of 4 Quarterly Reports (80%)
- Retention for 30 days (10%)

However, 100% payments will be made after verification and internal approvals on presentation of the following documents;

- Invoices of the provided Services in triplicate duly approved by LESCO CFO.
- Non-Payment Certificate by Service provider.
- Professional Tax Paid Certificate by the firm.
- Confirmation of CFO LESCO about acceptance of Performance bond in case of the first claim only
- The bidder in its invoices shall also give an undertaking that in case of omission of any deductible amount, LESCO's claim at any later stage (through pre-audit or post audit) shall be acceptable to him.
- The payment of Sales Tax (if applicable) or any other tax shall be made by Chief Financial Officer LESCO on production of return cum payment challan. In case of lump sum payment, the bidder shall also submit an affidavit on non-judicial paper that the challan includes the amount of Rs. \_\_\_\_\_ of Sales Tax for supply of the mentioned Services.
- As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, payment to the registered persons will be linked with the active taxpayer status ("ATL") of the suppliers as per FBR database. If any registered supplier loses its ATL status during the currency of the agreement, its payment would be stopped till the files its mandatory returns and appears on ATL of FBR.

### **Submission of Bid:**

The complete offer in **triplicate**(Original & two Copy) should be filled as under:-

- The original Bid and other enclosed documents shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the bidder to the Contract.
- The letter of authorization shall be indicated by written power-of-attorney accompanying the Bid.
- All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
- The Bid shall contain no interlineations, erasures or over-writing 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.
- The bidder shall clearly mention all information precisely regarding bid validity, delivery schedule, terms of payment and the schedule of technical

data / Literature. Any incomplete information as required shall render the offer for rejection.

- The tender prepared by the tenderer and all correspondences and documents relating to the tender shall be written in English Language.
- No tender may be modified by a tenderer after dead line for submission of tender.

#### **Sealing & Marking Of Bids:**

- The bidder shall seal the original and each copy of the bid in an inner envelope, duly marking the envelope as “**Original**” or “**Copies**”. The inner envelope shall then be enclosed in an outer envelope. In the event of discrepancy between them the Original shall prevail.
- The inner and outer envelopes shall be addressed to CFO LESCO at the following address:

CFO, LESCO Limited, 22-A Queens Road, Lahore, Tender No \_\_\_\_\_ and the words “DO NOT OPEN BEFORE   (Opening time)   ON   (Opening date)  ” shall be written on them.

- Bids envelop shall clearly be marked “Consultancy Services for Re-organization of LESCO’s Finance Directorate” “” In addition to above, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “**Late.**”
- If the outer envelope is not sealed and marked, the CFO LESCO will assume no responsibility for the bid’s misplacement or its premature opening.

#### **Late Bid:**

Bidder will himself be responsible for ensuring that its bid is submitted in accordance with the instructions stated herein. Any bid not submitted by the deadline prescribed for submission of Bids will not be considered even if it becomes late as a result of circumstances beyond the Bidder’s control. Any tender received by CFO LESCO after the date and time of tender opening will be returned un-opened to such tenderer.

#### **Clarifications / Amendment Of Bid Schedule:**

- At any time prior to the deadline for submission of Bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
- The prospective Tenderers requiring any clarification (s) in respect of tender documents may notify CFO LESCO in writing or FAX at the mailing address of said offices. Procuring agency will examine the request for clarification of the Tender Documents which it receives not later than 10-days prior to the dead-line for the submission of tenders and if needed will issue the clarification/amendment of the Tender Documents at-least 5 days before the date of submission of Tenders (without identifying the source of enquiry) to all prospective tenderers who have purchased the Tender Documents.



- The amendment will be notified in writing or cable to all prospective Bidders who have received the Bid schedule / Bidding documents and will be binding on them.
- In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, CFO LESCO may at its discretion extend the deadline for the submission of Bids.

#### **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 Manufacturer or Supplier, or the Contract has become incapable of being performed:-

- Act of God;
- Act of State,
- War or any Act of the Enemy;
- Lock outs, Riots or Civil Commotion;
- Injunction granted by a Court of Competent jurisdiction not resulting from any fault of the Manufacturer or Suppliers;

#### **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.

#### **Failure And Termination:**

If bidder fails to deliver the Services in accordance with the agreed upon timelines, the LESCO shall be entitled at its option either;

- To recover from the bidder liquidated damages levied at the rate of two percent (2%) per month or a fraction thereof of the Contract Price, subject to a maximum of ten percent (10%) of the Contract Price,
- Where un-delivered service/deliverable hold up the use of other Services/deliverables, liquidated damages shall be levied on the total value of the Contract.
- The recovery of liquidated damages mentioned above can be effected from any payment due to you from any unit of LESCO/DISCOs/GENCOs/NTDC/WAPDA, performance security and bid security provided to LESCO
- To purchase Services from elsewhere without notice to the bidder at bidder's risk and cost, the Services not delivered, without canceling the contract in respect of the consignment not yet due for delivery.
- To cancel the Contract at bidder's risk and cost
- In the event of action being taken as described above, you shall be liable for any loss which LESCO may suffer on the account; but you shall not be entitled to any gain on repurchase made against the work order.

If during the course of execution of Contract, Bidder is black-listed by DISCOs/GENCOs/NTDC/WAPDA/LESCO, or any other Govt. Organization, LESCO may proceed with all or any of the actions detailed below:

- To allow the Contract to run its course till completion in accordance with the terms and conditions of the Contract
- To stop further Services with or without financial repercussions
- To cancel the Contract with or without reservation or rights

While determining liquidated damages LESCO shall not consider any of the following circumstances, as a cause under “FORCE MAJEURE” and shall not allow any relaxation in the liquidated damages on account of the same:-

- Delay on the part of the Consultant in the arrangement of requirements under its scope of work

In case of occurrence of any event as above, LESCO may proceed with all or any of the actions detailed below:

- To allow the Contract to run its course till completed in accordance with the terms and conditions of Contract.
- To stop further Services with or without financial repercussions;
- To cancel the Contract with or without reservation or rights.

#### **Confidentiality / Non-Disclosure Agreement (NDA)**

The Contractor shall keep confidential all Company (LESCO) data and information connected with the business of the Company (LESCO) or which comes to the Contractor's knowledge under or as a result of the Contract and shall not disclose to any third party or use it other than for performance of the Services except: -

- With the prior written contact of the Company (LESCO); or
- By requirement of law

#### **Arbitration / Resolution Of Disputes**

- All difference or dispute arising out of or in connection with the Contract will firstly be resolved through mutual discussion between the Consultant and LESCO within 30 days of either side notifying the other party in writing.
- Any difference or dispute that remains unresolved as provided above, shall be referred to Arbitration in Lahore, Pakistan. The Arbitrator will be appointed jointly by both the parties. Fee of the Arbitrator appointed shall be paid by both Parties equally. In case the judgment of the said Arbitrator is not acceptable to either Party, he may refer the matter to the relevant court of law. Arbitrators and Arbitration shall be carried out in accordance with the Arbitration Act, 1940 as amended from time to time.
- The Contract shall be governed by Pakistan Law and the arbitration language shall be English.

During the course of arbitration, the Consultant shall not suspend the performance of its responsibilities and obligation under the Contract unless authorized by LESCO in writing to do so

### **Termination Of Contract**

- Either party shall be entitled to terminate the Contract on a prior written notice of one month, without being required to assign any reason for the same.
- In the event, the Consultant defaults on any/all of its obligations under the Contract and/or LESCO finds the Consultant's performance to be unsatisfactory, LESCO shall give a 10-day notice to the Consultant requiring it to rectify the same. Should the Consultant fail to rectify its default/unsatisfactory performance within the notice period, LESCO shall be entitled to terminate the contract forthwith.
- On termination, the Consultant shall be liable to provide LESCO with any/all records / information of the work executed by him, during the pendency of the Contract.
- If the Consultant fails to comply with the terms of Contract as per agreed stipulation and conditions, LESCO reserves the right to blacklist the Consultant and/or create an embargo on the Consultant from entering into any future contracts apart from termination of existing Contract. A show cause notice/charge sheet will be served before this action in order to provide an opportunity to the Consultant to defend its position within a stipulated time and decision of LESCO will be final.

### **Rejection of The Bid:**

- LESCO reserves the right to reject any or all bids without mentioning any reason or which do not meet the intent of the specifications or where there is evidence of lack of competition.
- LESCO is not bound to accept the lowest priced bid or any particular bid or any part of a bid.
- In case of rejection as per sub-clause i) & (ii), LESCO will not be responsible to pay the expenses or losses which may be incurred by any tenderer/bidder in preparation of its bid.

### **Bid Bond:**

- Bidders are required to submit a bid bond in the form of a bank draft or bank guarantee or a pay order from any of the following schedule bank in Pakistan, value of which shall not be less than 5 % of total quoted value Contract Price with validity for 90 days of submission including the sales tax favoring Lahore Electric Supply Company Ltd.
- Allied Bank Limited
- National Bank of Pakistan
- Bank Al Habib Ltd.
- United Bank Limited
- Muslim Commercial Bank Ltd.
- Habib Bank Ltd.

- Askari Bank
  - Bank Al Falah
  - Bank of Punjab
  - Faysal Bank
  - Meezan Bank
- 
- This amount shall be liable to be forfeited, if the lowest evaluated bidder fails to honor its bid or tries to wriggle out of his commitments due to any reason, whatsoever either before announcement of the contract or after award of Contract to the successful bidder.
  - The Bid Bond must be enclosed with the Financial Bid and a certificate in this regard be accompanied with Technical Proposal without mentioning the value (in Rs.) of the Bid Bond.
  - If a bidder fails to provide bid bond of required value i.e. 5 % of total value of Contract Price the financial bid shall stand disqualified.
  - Bid Bond must be attached with Financial Proposal under separate sealed envelope whereas all other relevant/ technical document should be attached with Technical Proposal

#### **Performance Warranty Bond/ Guarantee**

- Within 15 days after the notification of award of Contract, the successful bidder shall furnish a Performance Bond Guarantee from any of the following schedule bank in Pakistan on the stamp paper (Specimen attached on Annexure 6, value of which shall be equal to 10 % of the Contract Price with validity for one and half years including the sales tax on a bank draft/pay order or bank guarantee favoring Lahore Electric Supply Company Ltd.
- Allied Bank Limited
- National Bank of Pakistan
- Bank Al Habib Ltd.
- United Bank Limited
- Muslim Commercial Bank Ltd.
- Habib Bank Ltd.
- Askari Bank
- Bank Al Falah
- Bank of Punjab
- Faysal Bank
- Meezan Bank
- The Performance Warranty Bond/Guarantee shall remain valid for 2 months after successful completion of Contract.



- If the Consultant fails to comply with any terms and conditions of the Contract, his performance bond shall be forfeited. Decision of LESCO in this respect shall be final and binding on the Consultant.

### **Extension Of Contract**

The Contract can be extended up to 3 months, on the same rates along with same terms and conditions subject to approval of Board Audit and Finance Committee and satisfactory performance certificate issued by the CFO or any officer appointed by CEO, LESCO,

### **Documents / Samples / Certificates To Be Submitted Alongwith The Bid**

- Certificate that General Conditions of Contract for purchases by PEPCO / WAPDA dated 12/08/1984 amended up to date and latest purchase procedure PPRA-2004 (amended to date) are acceptable to the bidder and are hereby agreed to by the bidder.
- Certificate that the Services that will be provided as per the terms and conditions as laid out in the bidding document.
- Declaration of fees, commission and brokerage etc. payable by the Consultant for provision of services in contracts worth Rs.10 Million or more.
- Deposit receipt of tender fee in original.
- Letter of authorization from the service provider indicating written power-of-attorney must be accompanied with the Bid.
- Certificates from clients to back the various factors mentioned under the Bid Evaluation Criteria
- Summary of projects handled as mentioned in the in Bid Evaluation Criteria as per attached format **(Form-A)**
- List of Similar assignment undertaken by the firm as mentioned in the Bid Evaluation Criteria as per attached format **(Form-B)**
- Names and short CV's of the proposed experts as mentioned in the Bid Evaluation Criteria as per attached format **( Form-C)**

## Annexures

### Annexure-1

#### INFORMATION FORM:

[Name of Entity]

**Assignment:** \_\_\_\_\_

**Project:** \_\_\_\_\_

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

- Name of consultant [Lead partner if joint venture]
  - Address
  - Telephone No(s)
  - Fax Number
  - E-mail Address
- Description of consulting firm [owner ship/Organization]
- Experience (No. of years)
- Name(s) and Address(es) of firms, if a Joint venture; their short description and description of their role in the JV/Association
- Experience of the Consultants (on appended forms) during the last 3 years:
  - Specific: (list the projects of similar magnitude and complexity)
  - General: (at least 3 projects in all fields)
- Organization chart showing consultant's structure
- Key staff members available for the assignment on the appended format
- Additional information (if any but relevant)

Yours Truly,  
Name of authorized representative  
Position:  
Date:

## Annexure-2

(FORM-A)

(NAME OF THE PROJECT)									
SUMMARY LIST OF PROJECTS HANDLED BY THE FIRM									
Sr. No	Name of the project	location Province / Country	Client	Cost of Project	Implementation Start----- ----- Completion -----	(a) Handled as: 1. Single Firm : S 2. Lead Firm : L 3. Joint Venture:J 4. Partner	(b) Total Cost of Services	(c) Cost of Services provided by the firm (if any of as)	Scope of Services
1									
2									
3									
●	Only relevant scope of services be selected								

## Annexure-3

### (FORM-B)

#### **SPECIFIC EXPERIENCE OF CONSULTANTS**

(To be filled by each firm in case of joint venture)

*(Relevant services carried out in the last 10 years which best illustrate qualification)*

#### **[NAME OF THE FIRM/CONSULTANT]**

- Name of Assignment :
- Country :
- Name of Client :
- Address :
- Start Date : Month/Year
- Completion date : Month/Year
- Professional Staff Provided :
- No. of Staff :
- No. of Staff Months :
- Approx : Value of Services :
- Name of Other JV firms :
- No. of Staff/Staff Months  
Provided by the JV partner(s) :
- Name/position of Key Staff :
- Description of Project :
- Description of Services :  
Provided by the Firm :

## Annexure-4

(Form-C)

### FORMAT OF CURRICULUM VITAE OF PROPOSED EXPERTS

(To be filled by joint venture as single entity)

(Against nominated positions as provided in evaluation criteria)

- The Discipline/ Expertise :
- Name of the Firm :
- Name of Nominee :
- Date of Birth :
- Years with the Firm :
- Nationality :
- Key Qualification : (Provide an outline of the nominee's experience)
- Academic Qualification :
- Employment Record :
- Languages and (In speaking, reading and writing as Degree of Proficiency -Excellent-Good-Fair-Poor)

Certification I, the undersigned, certify that, to the best of My knowledge and belief, the se bio-data correctly describes Myself, my qualifications and my experience.

**Signature:**

**Dated:            day/month**



## Annexure-5

### INTEGRITY PACT

#### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC- PAYABLE BY THE SUPPLIERS OF GOODS. SERVICES & WORKS IN CONTRACTS WORTH RS. 10 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 any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of tire foregoing, **[name of Supplier]** represents and warrants that it has frilly 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 tire object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

**[Name of Supplier]** certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent tire 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by **[name of Supplier]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

\_\_\_\_\_  
**[LESCO]**

\_\_\_\_\_  
**[Seller/Supplier]**

## Annexure-6

FORM TO TENDER SECURITY	
(Bank Guarantee)	
	Guarantee No. _____ Executed on _____ Expiry Date _____
Letter by the Guarantor to the Purchaser. Name of Guarantor (Bank) with address: _____ Name of Principal (Bidder) with address: _____ Penal Sum of Security (express in words and figures): _____ L.O.I/Contract No. _____ Dated _____ Letter of Acceptance No. _____ Dated _____	
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____ (hereinafter called the "Purchaser") in the sum of the amount 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 accepted the Purchaser's above said Letter of Acceptance for _____ (name of Contract) for the _____ (Name of Project)	
NOW WHEREAS, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the Said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be null and void; otherwise to remain in full force and effect till _____ (Date).	
We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Purchaser's designated Bank & Account Number i.e _____	
PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligation under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.	
IN WITNESS WHEREOF, the above bounden Guarantor has executed this Performance Guarantee under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.	
_____ <b>(Guarantor (Bank))</b>	
<b>Witness 1: Name :</b> _____	
<b>CNIC NO.</b> _____ <b>Signature</b> _____	
<b>Witness 2: Name :</b> _____	
<b>CNIC NO.</b> _____ <b>Signature</b> _____	
_____ <b>Title.</b> _____	
<b>(Corporate Secretary (Seal))</b>	
<b>2.</b> _____	
_____	
<b>(Name, Title &amp; Address)</b>	<b>(Corporate Guarantor)</b>

## Annexure-7

### PERFORMANCE GUARANTEE FORM

<b>FORM OF PERFORMANCE SECURITY</b>	
(Bank Guarantee)	
	Guarantee No. _____
	Executed on _____
	Expiry Date _____
<p>Letter by the Guarantor to the Purchaser.</p> <p>Name of Guarantor (Bank) with address: _____</p> <p>Name of Principal (Bidder) with address: _____</p> <p>Penal Sum of Security (express in words and figures): _____</p> <p>L.O.I/Contract No. _____ Dated _____</p> <p>Letter of Acceptance No. _____ Dated _____</p>	
<p>KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____ (hereinafter called the "Purchaser") in the sum of the amount 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.</p>	
<p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Letter of Acceptance for _____ (name of Contract) for the _____ (Name of Project)</p>	
<p>NOW WHEREAS, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the Said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be null and void; otherwise to remain in full force and effect till _____ (Date).</p>	
<p>We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Purchaser's designated Bank &amp; Account Number i.e _____</p>	
<p>PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligation under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.</p>	
<p>IN WITNESS WHEREOF, the above bounden Guarantor has executed this Performance Guarantee under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.</p>	
_____ (Guarantor (Bank))	
<b>Witness 1:</b>	<b>Name :</b> _____
CNIC NO. _____	<b>Signature</b> _____
<b>Witness 2:</b>	<b>Name :</b> _____
CNIC NO. _____	<b>Signature</b> _____
_____	Title. _____
(Corporate Secretary (Seal))	
2. _____	
_____	
(Name, Title & Address)	(Corporate Guarantor)