

BIDDING DOCUMENTS

Procurement of 131 (EV)- Scooters (2W) **(Single Stage Two Envelop Procedure)** **(National Competitive Bidding)**



**Procurement of 131 number of
(EV) Scooters.**

ENGINEERING DEVELOPMENT BOARD
(MINISTRY OF INDUSTRIES AND PRODUCTION)

2025

SECTION 1: INVITATION TO BID

Refer to the published advertisement (attached as Annex-B).

The Engineering Development Board (EDB), Ministry of Industries and Production (MoIP), Government of Pakistan, invites sealed bids under the Single Stage – Two Envelope procedure from eligible manufacturers/suppliers for the procurement of 131 locally assembled/manufactured EV Scooters under NEV Policy 2025–30.

SECTION 2: INSTRUCTIONS TO BIDDERS (ITB)

1. **Language:** English
2. **Eligible Bidders:** Must be on ATL and registered with Income Tax and Sales Tax departments. Certificate holders from EDB and PSQCA.
3. **Documents:** Bidders must submit:
 - a. Technical Proposal (in sealed envelope)
 - b. Financial Proposal (in separate sealed envelope)
4. **Bid Security:** 2% of total bid value, in shape of CDR or Pay Order in favour of Engineering Development Board.
5. **Bid Validity:** 60 calendar days from submission deadline.
6. **Deadline for Submission:** July 04, 2025, 11:00 AM
7. **Bid Opening:** Technical bids will be opened same day at 11:30 AM
8. **Late Bids:** Rejected as per PPRA Rule 28.
9. **Evaluation Procedure:** PPRA Rule 36(b) – Single Stage Two Envelope procedures.
10. **Clarification Requests:** Must be received 5 days before bid deadline

SECTION 3: BID DATA SHEET (BDS)

(Refer to Annex-A: Qualification Criteria)

SECTION 4: ELIGIBILITY AND QUALIFICATION CRITERIA

(Refer to Annex-A: Qualification Criteria)

Bidders must meet all eligibility and qualification criteria as specified in Annex-A. This includes but is not limited to:

- a. Technical requirements (battery, motor, EV features)
- b. Legal eligibility (tax registration, licenses)
- c. Financial capability
- d. After-sales commitments

SECTION 5: EVALUATION CRITERIA

Technical Evaluation:

Technical evaluation of bids shall be carried out strictly in accordance with the Public Procurement Rules, 2004, specifically Rule 36(b) – Single Stage, Two Envelope Procedure. Only those bids shall be considered responsive which meet all mandatory requirements outlined in Annex-A: Qualification Criteria. Bidders must ensure that each requirement is fully complied with, supported by verifiable documentary evidence. Failure to meet any mandatory condition shall result in disqualification of the bid, and no further evaluation shall be carried out for such bidder.

Financial Evaluation

Lowest evaluated Bid / Cost among technically qualified bidders.

SECTION 6: SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS

(Refer to Annex-A: Qualification Criteria)

Complete details of the product's technical specifications and scope of supply are outlined in Annex-A.

SECTION 7: TECHNICAL PROPOSAL FORMAT

Following documents must be attached with the bids

Document	Attached (Yes/No)
Company Profile	
NTN, GST, ATL Certificates	
EDB/PSQCA Licenses	
Product Brochures & Compliance Sheet	
Experience Evidence	
Warranty Details	
After-Sales Setup Info	
Any other required documents as per Annex-A	

SECTION 8: FINANCIAL PROPOSAL FORMAT

Item	Quantity	Unit Price (PKR)	Total Price (PKR)
EV Scooter (2-W)	131		

SECTION 9: STANDARD FORMS

(Refer to Annex-C: Standard Forms)

1. Letter of Bid – Technical Proposal
2. Letter of Bid - Financial Proposal
3. Bidder Information Form
4. Price Schedule: Goods Manufactured in Pakistan
5. Form of Bid Security (Bid Bond)
6. Form of Contract Agreement
7. Performance Guarantee
8. Integrity Pact

SECTION 10: GRIEVANCE REDRESSAL MECHANISM

- a. A Grievance Redressal Committee (GRC) will be constituted by EDB.
- b. Bidders may submit written complaints within 03 working days of technical bid opening.

ATTACHMENTS:

- a. Annex-A: Qualification Criteria
- b. Annex-B: Invitation to Bid (Advertisement)
- c. Annex-C: PPRA Standard Forms and Templates

QUALIFICATION CRITERIA FOR OEMS OF EVs AND SPECIFICATIONS (2-WHEELERS) 131 E-SCOOTERS

1. Battery Specifications

1.1 Battery Type

- Battery, Lithium Iron Phosphate (LiFePO₄) clearly mentioned on the battery.

1.2 Battery Labeling

- Clear and prominent labelling on the battery must include Unique Identification Number, Battery Type, Chemistry, Rating, Capacity (Ah) & (Wh), Cycles, Temperature, Form Factor and Number of Cells.

1.3 Battery Voltage

- Minimum Battery Voltage: 60V
- Minimum Battery Rating: 30AH

1.4 Battery Guarantee and Replacement Warranty

- Minimum 3 years or 40,000 Kms (whichever comes first)
- State of health of the battery shall not fall below 80% of its original capacity within the warranty period.
- OEM shall replace the battery with a new battery in case it does not meet the quality criteria given above.

1.5 Battery Testing Certificate

- In case OEM uses a battery imported from overseas, the following certificates shall be provided
 - Battery Pack must be compliant with one of the following standards:
 - UL 2271
 - GB 38031 -2020
 - ISO 12405-1:2011
 - ISO 6469-1
 - Any equivalent to the above
 - In case of unavailability of these standards a Country-of-Origin (COO) Quality Certificate for the battery pack imported from the overseas OEM must be presented.
 - Mandatory certificate of UN/DOT 38.3 or IEC 62281 for safe transportation of lithium battery packs
- In case of locally assembled battery, OEM shall provide quality certificate of the battery cells used in the battery packs. The following cell standards are acceptable:
 - GB 31484-2015/ GB 31485-2015/ GB 31486-2015
 - IEC 62660
 - IEC 62133-2:2017
- Country of Origin Certification, if the aforementioned standards' compliance is not available. Additionally, EDB may require OEMs to provide battery samples for carrying out one or more tests from any appropriate laboratory nominated by it, including following tests to ascertain the product quality.
 - Battery Degradation Test
 - Over Voltage

- Over Current
- Under Voltage
- Short Circuit Protection
- Temperature Testing

2. Motor Specifications

2.1 Motor

- Minimum top speed is 45 km/h.
- Minimum Power Rating: 1500 W
- Brush type motors are not allowed.

2.2 Ingress Protection (IP) Rating

- Motors must have an Ingress Protection rating of IP-67 or above

3. Electric Vehicle Specifications

3.1 Vehicle Operational Specifications

- Speedometer: Maximum allowable error is $\pm 2\%$.
- Odometer: Maximum allowable error is $\pm 2\%$.
- Minimum range must be 60 Km in a single full charge.
- Battery charging time: Maximum 6 hours from 20% to 100%
- Charger efficiency: The charger must have at least 80% efficiency, tested by charging a fully discharged battery from 0% to 100% at laboratories nominated by EDB. If it meets the requirement, it will be certified; otherwise, it won't.

3.2 Safety and Built-in Protections

- Compliance with prevailing safety and environmental regulations is required.

4. EV Warranty and Performance Guarantee

4.1 EV Warranty (excluding battery)

- A warranty for Electric Vehicles, excluding the battery, is valid for 40,000 Kms or 2 years (whichever comes first).
- This warranty covers only factory manufacturing defects.

4.2 Performance Guarantee

- A Performance Guarantee [PG] in the shape of Bank Guarantee @10% of the contract amount inclusive of all taxes and duties valid for 3 years from the date of issuance. The insurance guarantee will not be acceptable.
- The PG shall be released upon its expiry, provided no litigation or outstanding warranty claims are pending against the supplier firm.
- Manufacturers or assemblers shall submit an undertaking acknowledging that penalties shall be imposed in the event of failure to comply with mandatory requirements, including but not limited to
 - technical specifications
 - performance standards
 - delivery timelines
 - warranty obligations
- In case of complaints, manufacturers/assemblers will be given the first opportunity to rectify issues related to specifications or warranty conditions.

5. General Criteria (Technical and Financial)

5.1 EV Scooter Origin

- Only locally manufactured or assembled electric scooters are eligible.

5.2 Manufacturing Experience

- OEMs must have a minimum of 01 year of manufacturing experience and meet the Qualification criteria, which includes but is not limited to:
 - Human Resources
 - Manufacturing Setup
 - Sales and After-Sales Reach
 - Financial Status
 - EDB/PSQCA License

5.3 Financial Requirements

- The OEM must demonstrate a minimum annual turnover of PKR 50 million, duly supported by bank statements OR Audited Financial Statement as valid proof.
OR
- The OEM shall provide verifiable legal documentation confirming the sale of at least 500 electric two-wheeler units as proof of market presence and operational capacity.

5.4 Stock Availability

- OEM shall have a minimum ready stock of 200 offered e-bike in assembled, CBU or parts form at the time of application for shortlisting
- The stocks will be verified by EDB

5.5 Product Pricing

- The maximum price for EV Scooter (2-Wheeler) is capped at Rs 250,000/-
- For the complete lot of 131 EV Sooters, the model supplied must be the same.

5.6 After-Sales Service

- OEMs must provide after-sales services in major cities of Pakistan.

5.7 Undertaking for Parts Availability

- OEMs must submit an undertaking or certificate assuring parts availability for 5 years after the sale of EVs.

5.8 Certificate of Manufacturing

- Manufacturers/assemblers must hold a valid certificate issued by the Engineering Development Board (EDB).

5.9 Standards and Quality License

- A valid license issued by PSQCA is required.

5.10 Swappable Battery Option

- The product offered may have a battery swappable option.

6. Delivery Period

- Within 15 Days of issuance of Purchase Order / Contract Agreement by EDB.
- Delivery destination shall be Islamabad or in the major cities as confirmed by EDB.

7. Liquidity Damages

- Late delivery beyond delivery time shall subject to liquidity damages @1% per day after the expiry of delivery date upto maximum 10% of Contract Price.



Engineering Development Board (EDB)
Ministry of Industries and Production (MoIP)
Government of Pakistan – Islamabad

INVITATION TO BID

Procurement of 131 Electric Vehicles (EV) 2 Wheeler Scooters under NEV Policy 2025-30 Subsidy Program

1. The Engineering Development Board (EDB) under the Ministry of Industries and Production (MoIP), Government of Pakistan, invites sealed bids from manufacturers and suppliers registered with the Income Tax and Sales Tax Departments and listed on the Active Taxpayers List of the Federal Board of Revenue for the “**Procurement of 131 Electric Vehicles (EV) Scooters**” under NEV Policy 2025-30 Subsidy Program. This initiative supports the transition to sustainable transportation aligned with the PM objectives.

2. Bidding Documents:

- a. Comprehensive bidding documents detailing terms and conditions, technical specifications, and requirements are available at the Office of the Engineering Development Board (EDB), MoIP, Islamabad.
- b. Bidding document price: PKR 5,000/- (non-refundable), payable via Cash Deposit in the office of **DDO Engineering Development Board**.

3. Submission and Bid Security:

- a. Bids prepared according to the bidding document instructions, accompanied by a bid security @2% of Total Bid Value inclusive of all applicable taxes, in the form of Call Deposit Receipt Or Pay Order in favour of the DDO Engineering Development Board, must be submitted to the Office of the Engineering Development Board, MoIP, Islamabad, by **July 04, 2025, latest by 11:00 AM**.
- b. Procurement method will be **Single Stage Two Envelope** as per PPRA Rules 2004 Clause 36 (b).
- c. **Bid Opening:** Technical Bids will be opened on the last date of submission (same day) at 11:30 AM in the presence of bidders or their authorized representatives, whoso ever is interested to attend.

4. Additional Information:

- a. This invitation is also accessible on the PPRA website at **www.ppra.org.pk** and on EDB's website at **www.engineeringpakistan.com**.

For further details or queries:

Engineering Development Board (EDB), MoIP, Islamabad
Phone: 051-9206137 Email: ceo@edb.gov.pk

21cm x 4col

**B. STANDARD FORMS FOR
(Single Stage Two Envelope Procedure)**

Table of Forms

1. Letter of Bid – Technical Proposal
2. Letter of Bid - Financial Proposal
3. Bidder Information Form
4. Price Schedule: Goods Manufactured in Pakistan
5. Form of Bid Security (Bid Bond)
6. Form of Contract Agreement
7. Performance Guarantee
8. Integrity Pact

1. LETTER OF BID – TECHNICAL PROPOSAL

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope “TECHNICAL PROPOSAL”.

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: [insert date (as day, month and year) of Bid submission]

RFB No.: [insert number of Bidding process]

Request for Bid No.: [insert identification]

Alternative No.: [insert identification No if this is a Bid for an alternative] To: [insert complete name of Procuring Agency]

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency’s country in accordance with ITB;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in the documents (as amended, if applicable) from the date fixed for the Bid submission deadline specified in the bidding documents (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

- (j) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

2. LETTER OF BID - FINANCIAL PROPOSAL

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of bidding process]*

Name of Project.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in bidding documents (as amended, if applicable) from the date fixed for the bid submission deadline specified in bidding documents (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is

In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- (c) **Discounts:** The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (d) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: *[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

3. BIDDER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
3. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency
7. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. Price Schedule: Goods Manufactured in Pakistan

Item	Quantity	Unit Price (PKR)	Total Price (PKR)
EV Scooter (2-W)	131		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]*
Date *[insert date]*

5. Form of Bid Security (Bid Bond)

(in shape of Pay Order or Demand Draft in the name of
Engineering Development Board)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Procuring Agency]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Procuring Agency]* as Oblige (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]* *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the _____ day of _____, 20xx, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the principal;

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 2025.

Principal: _____

Surety: _____

6. DRAFT CONTRACT AGREEMENT

This Agreement is made on this ____ day of __, 2025, between **Engineering Development Board (EDB)**, with its principal office at ____ EDB Islamabad and **[OEM Name]**, with its principal office at ____ ("OEM").

1. Scope of Agreement

- EDB and OEM agree to partner for the supply and delivery of electric 2-wheeler vehicles as part of NEV Subsidy Program.
- OEM shall supply the required quantity of vehicles as per specifications provided.

2. Term of Agreement

- This Agreement is effective from the date of signing and remains in effect until the completion of all obligations, or until terminated in accordance with this Agreement.

3. Product Delivery Terms

- OEM agrees to deliver the ordered vehicles within **[15] days** from the date of order placement.
- Deliveries shall be made to **specified location** as defined by EDB given schedule.
- **Inspection:** Vehicles shall be subject to inspection upon delivery as per specifications mentioned in PQ Criteria.

4. Payment Terms

- Payment to OEM shall be made by the bank within **[30] days** of receiving a complete invoice, subject to successful delivery and inspection of the vehicles.
- EDB reserves the right to withhold or delay payment for non-compliant or delayed deliveries.

5. Performance Guarantee

- Performance guarantee @10% vide PBG No: _____ issued by the Bank _____ amounting to PKR _____ valid till _____ is received and verified.

6. Penalty for Delayed or Non-Performance

- **Late Delivery Penalty:** A penalty of **[1] %** of the invoice amount per delayed day will be deducted for any delay beyond the stipulated delivery date, up to a maximum of **[10] %** of the total order value.
- **Failure to Meet Specifications:** In cases where delivered products do not conform to agreed specifications, OEM shall correct deficiencies within **[7 days]**. Non-compliance may lead to contract termination and forfeiture of guarantees.

7. Intellectual Property Rights

- All intellectual property related to the design, specifications, and technology of the vehicles remains with the OEM.
- EDB is granted a non-exclusive, royalty-free license to use any documentation or materials necessary for the operation and promotion of the vehicles.

8. Confidentiality

- Both parties agree to maintain confidentiality of proprietary information exchanged under this Agreement, unless required by law or with written consent from the other party.

9. Warranties and Liabilities

- OEM warrants that all vehicles supplied are free from defects and fit for the intended purpose.
- EDB is not liable for any indirect or consequential damages related to this Agreement.

10. Termination

- EDB reserves the right to terminate this Agreement if OEM fails to meet its obligations, with a **[14-days]** written notice.
- Upon termination of contract, the Bid Money and Performance Bank Guarantee for contract will be forfeited.

11. Dispute Resolution

- Any disputes arising from this Agreement shall first be resolved amicably. If unresolved, disputes shall be submitted to arbitration in **[jurisdiction]**.

12. Entire Agreement

- This Agreement constitutes the entire agreement between EDB and OEM and supersedes all previous discussions and agreements.

Signatures

For Engineering Development Board (EDB)

Name: _____
Title: _____
Date: _____

For [OEM Name]

Name: _____
Title: _____
Date: _____

7. PERFORMANCE SECURITY (OR GUARANTEE) FORM

(In line with criteria mentioned in Annex-A)

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier / OEM]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

SAMPLE

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8. INTEGRITY PACT

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

Contract Number: _____

Contract Value: _____

Contract Title: _____

Dated: _____

[Name of Supplier / OEM] (hereinafter called “the Supplier”), hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

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

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

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

[Buyer]

[Supplier]