National Highway and Motorway Police M-5 Sector-I, MC-II Zone Multan.



Standard Bidding Document

TENDER NO. 02/M-5/S-I/MC-II/NHMP/2024-25

PROCUREMENT OF MISCELLANEOUS CLEANING ITEMS.

Last Date & Time of Submission	25 - 03 - 2025 at 11:30 AM
Date & Time of Opening of Bids	25 - 03 - 2025 at 12:00 PM

Note:

All potential bidders are requested to drop their bids via courier or by hand through Electronic Media E-PADS HTTP://eprocure.gov.pk before opening date, and Original Bids/proposals must be submitted at Office of the DSP, LHQs, M-5 Sector-I, MC-II Zone Multan (NHMP) Located at Multan Service Area 760 KM (NBC) before 25 - 03 - 2025 on 11:30 AM. The bids will be opened as per scheduled date & time i.e. at 25 - 03 - 2025 on 12:00 PM.

(ZARGHAM ATA BALOCH)
Deputy Superintendent of Police
LHQ,Sector-I,M5 Multan
(Secretary Technical Committee)
Ph: 0300-7339486 - 0306-7702424



NATIONAL HIGHWAY AND MOTORWAY POLICE MOTORWAY CENTRAL-II ZONE

Procurement Notice (PN)
TENDER No. 02/M-5/S-I/MC-II/NHMP/2024-25

Invitation to Bid

1. The National Highways & Motorway Police (NHMP) M-5 Sector-I, Multan invites sealed bids from eligible Manufacturers/ Suppliers who are registered with the relevant taxation authorities and Public Procurement Regulatory Authority (PPRA) for e-procurement on e-Pak Acquisition and Disposal System (EPADS) for the procurement of following:

Sr. #	Items Description	Remarks
1	Purchase of Miscellaneous Cleaning Items	Quantity and Detail of Items are mentioned in Bidding Documents

- 2. <u>Bidding Procedure:</u> Single Stage Two Envelop Bidding Procedure (Open Competitive Bidding) will be used, by adopting the Quality and Cost Based Selection Technique, as per Public Procurement Rules, 2004 and relevant Regulations.
- 3. <u>Bidding documents</u>: are available at the NHMP website i.e. (<u>www.nhmp.gov.pk</u>) and EPADS website i.e. (<u>www.eprocure.gov.pk</u>) free of cost OR can be obtained from the Office of the <u>DSP LHQs, M-5 Sector-I, MC-II Zone Multan (NHMP) Located at Multan Service Area 760 KM (NBC) before 25 03 2025 on 11:30 am, on the payment of Pak Rupees One thousand (PKR=1000) in the form of Pay Order in the name of "DDO National Highways & Motorway Police M-5 Sector-I, Multan" which is non-refundable.</u>
- 4. <u>Bid Security / Earnest Money:</u> The tender must be accompanied by a cash deposit receipts(s)/pay order amounting to Rs. 18,506/- as earnest money (refundable) in the name of "DDO National Highways & Motorway Police M-5 Sector-I, Multan". Cheques will not be acceptable.
- 5. <u>Submission Deadline & Bid Opening:</u> All proposals must be submitted online through e-procurement system i.e. **EPADS** as well as the original bids (as per Bid Data Sheet) must be delivered at the Office of the <u>DSP LHQs, M-5 Sector-I, MC-II Zone Multan (NHMP) Located at Multan Service Area 760 KM (NBC) before 25 03 2025 on 11:30 am. Bids will be opened publically on the same day at 12:00 PM in the presence of Bidder's representatives at the above mentioned office.</u>
- 6. **Public Holiday:** In case of opening date is declared as Public Holiday by the Government, the next working day shall be deemed the date for submission and opening of the tenders bids at the same time and place.

(ZARGHAM ATA BALOCH)
Deputy Superintendent of Police

LHQ,Sector-I,M5 Multan (Secretary Technical Committee)

Ph: 0300-7339486 - 0306-7702424

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Standard Bidding Documents Purchase Of Miscellaneous Cleaning Items.

PART-A - BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *This Section contains provisions that are to be used without modifications.*

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements & Evaluation Criteria

This Section includes the details of specifications for the goods to be procured and schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions that are to be used without modifications.*

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.

1. Scope of Bid	1.1	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements . The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS .
2. Source of Fund	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
	3.1	A Bidder may be natural person, company or firm or public or semipublic agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. (The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA). Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
3.Eligible Bidders	3.3	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.4	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.5	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.

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3.6	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates—which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) Receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process. f) Submit more than one bid in this bidding process
3.7	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) Legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) The Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
3.8	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
3.9	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall

	reasonably request.		
	3.10	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.	
	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as "Eligible Countries".	
4. Eligible Goods and Related Services	4.2	For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.	
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.	
	4.4	To establish the eligibility of the Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.	
	4.5	If so required in the BDS , the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid.	
5. One	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.	
Bid per Bidder	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.	
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.	
6. Cost of Bidding	The Bidder shall bear all costs associated with the preparation are		

B. BIDDING DOCUMENTS

	1	,
7. Contents of Bidding	7.1	The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any agenda issued in accordance with ITB 9.2 include: Section I. Invitation to Bids Section II. Instructions to Bidders (ITBs) Section III. Bid Data Sheet (BDS) Section IV. Eligible Countries Section V. Technical Specifications, Schedule of Requirements Section VI. Forms – Bid Section VII. General Conditions of Contract (GCC) Section VIII. Special Conditions of Contract (SCC) Section IX. Contract Forms
Documents	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.3	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their agenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS .
8. Clarificatio n of Bidding Documents	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1 . However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.
	8.4	In case of downloading of the Bidding Documents from the website of

		PA, the response of all such queries will also be available on the same
		link available at the website.
	8.5	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the
	0.5	procedure under ITB 9.
		If indicated in the BDS , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place,
	8.6	date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of
		requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.7	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

		the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods; e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) Any other document required in the BDS.
	11.2	Where a sample(s) is required by a procuring agency, the sample shall be: (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; (b) carriage paid; (c) Received on, or before, the closing time and date for the submission of bids; and (d) Evaluated to determine compliance with all characteristics listed in the BDS. The Procuring Agency shall retain the sample(s) of the

		successful Bidder. A Procuring Agency shall reject the Bid if the
		sample(s)-
		(a) do(es) not conform to all characteristics prescribed in the
		bidding documents; and (b) is /are not submitted within the specified time clearly.
		(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
		Where it is not possible to avoid using a propriety article as a
	11.4	sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods
	11.7	being Bided for, and that competition shall not thereby be limited
		to the extent of that article only.
		Samples made up from materials supplied by a Procuring Agency
	11.5	shall not be returned to a Bidder nor shall a Procuring Agency be
		liable for the cost of making them.
		All samples produced from materials belonging to an unsuccessful
		Bidder shall be kept by the Procuring Agency till thirty (30)
	11.6	days from the date of award of contract or exhaust of all the
		grievance forums (including those pending at Authority's Level
		or in some Court of Law).
	12.1	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all
		those documents establishing the eligibility in conformity to the
		terms and conditions specified in the Bidding Documents for all
		goods and related services which the Bidder proposes to deliver.
		The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule
	12.2	of the country of origin of the goods and related services offered
	12.2	which shall be confirmed by a certificate of origin issued at the
12. Documents		time of shipment.
Establishing		The documentary evidence of conformity of the goods and
Eligibility of		related services to the Bidding Documents may be in the form of
Goods and Related Services and Conformity to Bidding Documents		literature, drawings, and data, and shall consist of:
		a) A detailed description of the essential technical specifications
		and performance characteristics of the Goods
	12.3	b) An item-by-item commentary on the Procuring Agency's
	12.4	Technical Specifications demonstrating substantial
		responsiveness of the Goods and Services to those
		specifications, or a statement of deviations and exceptions to
		the provisions of the Technical Specifications; Any other progurament specific documentation requirement
		c) Any other procurement specific documentation requirement as stated in the BDS .
		The Bidder shall also furnish a list giving full particulars,
		including available sources and current prices of goods, spare
		parts, special tools, etc., necessary for the proper and
		parts, opecial today, etc., necessary for the proper that

		continuing functioning of the Goods during the period specified
		in the BDS following commencement of the use of the goods by the
		Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: a) In the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan; b) The Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. c) In the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned here after in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
15. Bid Prices	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	Prices indicated on the Price Schedule shall be entered separately in the following manner: a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): i) I). The price of the goods quoted EXW (ex-works, exfactory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: A. A. on the components and raw material used in the manufacturing or assembly of goods quoted ex-works or exfactory; or B. on the previously imported goods of foreign origin quoted exwarehouse, ex-showroom, or off-the-shelf. II) All applicable taxes which will be payable on the goods if

the contract is awarded. III). The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS. IV). The price of other (incidental or allied) services, if any, listed in the **BDS**. For goods offered from abroad: I. the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. Or The price of the goods quoted FOB port of shipment (or II. FCA, as the case may be), if specified in the BDS. or The price of goods quoted CFR port of destination (or III. CPT as the case may be), if specified in the **BDS**. IV. the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS.

V. the price of (incidental) services, if any, listed in the **BDS**.

Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -

For Goods: a)

i. The price of the Goods, quoted as per applicable INCOTERMS as specified in the **BDS**

All customs duties, sales tax, and other taxes applicable ii. on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and

- b) For Related Services: -
- The price of the related services, and i.
- All customs duties, sales tax and other taxes applicable in ii. Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.

15.7

		Prices gueted by the Ridder shall be fixed during the Didder
	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	15.9	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
		Prices shall be quoted in the following currencies:
		a). For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS .
16. Bid Currencies	16.1	B). For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1.
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request

		the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
	18.1	Pursuant to ITB 11 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms) .
18. Bid Security or Bid Securing Declaration	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9.
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or another security if indicated in the BDS .
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission.

	The Bid Security shall be payable promptly upon written demand
18.5	by the Procuring Agency in case any of the conditions listed in ITB
	18.9 are invoked.
18.0	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 28 .
18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17 . The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) The expiry of the Bid Security;
	 (b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents; (c) The rejection by the Procuring Agency of all Bids; (d) The withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.
18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41 , or furnishing the performance security (or guarantee), pursuant to ITB 42 .
	The Bid Security may be forfeited or the Bid Securing Declaration executed:
	a) if a Bidder:
18.9	 i. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or
	ii. does not accept the correction of errors pursuant to ITB 30.3; or
	b) in the case of a successful Bidder, if the Bidder fails:
	i. To sign the contract in accordance with ITB 41 ; or
	ii. To furnish performance security (or guarantee) in accordance with ITB 42.
19.1	Bidders shall submit offers that comply with the requirements of

19. Alternative		the Bidding Documents, including the basic Bidder's technical
Bids by Bidders		design as indicated in the specifications and Schedule of
		Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS. If so allowed, ITB 19.2
		shall prevail.
		When alternative schedule for delivery of goods is explicitly
	19.2	invited, a statement of that effect will be included in the BDS as
		will the method for evaluating different schedule for delivery of goods.
		If so allowed in the BDS , Bidders wishing to offer technical
		alternatives to the requirements of the Bidding Documents must
		also submit a Bid that complies with the requirements of the
		Bidding Documents, including the basic technical design as
		indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a
	19.3	complete evaluation of the alternative by the Procuring Agency,
		including technical specifications, breakdown of prices, and other
		relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical
		requirements (without altering the bid price) shall be considered
		by the Procuring Agency.
		Before bid submission deadline, any bidder may withdraw,
20 147:11 1 1	20.1	substitute, or modify its Bid after it has been submitted by
20.Withdrawal, Substitution and		sending a written notice, duly signed by an authorized
modification of		representative, and the corresponding substitution or
Bids		modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
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		The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS , clearly marking each "ORIGINAL"
	21.1	and "COPY," as appropriate. In the event of any discrepancy
		between them, the original shall prevail: Provided that except in
		Single Stage One Envelope Procedure, the Bid shall include only
		the copies of technical proposal.
		The original and the copy or copies of the Bid shall be typed or
21. Format and		written in indelible ink and shall be signed by the Bidder or a
Signing of Bid		person or persons duly authorized to sign on behalf of the Bidder.
		This authorization shall consist of a written confirmation as
	21.2	specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must
		be typed or printed below the signature. All pages of the Bid,
		except for un-amended printed literature, shall be initialed by
		the person or persons signing the Bid.
		Any interlineations, erasures, or overwriting shall be valid only
	21.3	if they are signed by the person or persons signing the Bidder.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such
		a manner that opening and resealing cannot be achieved undetected. Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.
	22.2	The inner and outer envelopes shall: a) be given in the BDS ; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS , the Invitation to Bids (ITB) title and number indicated in the BDS , and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS , pursuant to ITB 23.1 .
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) riginal and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. C) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub-Clause 21.2.
	22.4	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address provided in the Bidding Data; b) Bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. Pursuant to ITB 23.1. c) In addition to the identification required in Sub-Clause 21.2 hereof, 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" pursuant to clause IB.24

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		d) If all envelops are not sealed and marked as required by ITB
		22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, the Procuring
		Agency will assume no responsibility for the misplacement or
		premature opening of Bid.
	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS .
23. Deadline for Submission of Bids	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bid	24.1	The Procuring Agency shall not consider for Evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23 .
	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22.

E. OPENING AND EVALUATION OF BIDS

	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS . The Bidders' representatives present shall sign a register as proof of their attendance.	
		26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
		26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
26. Opening of Bids	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.	
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.	
	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties	

	with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: a) the name of the Bidder; b) whether there is a modification or substitution; c) The presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a bidder which is not read out a bid opening shall not be considered further.
26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un- read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24.
26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically 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 subject to redress of the grievances from all tiers of grievances.

		Information relating to the examination, clarification, evaluation and
	27.1	comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
27. Confidentiality	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) Terms and conditions of bidding documents. f) Change in the ranking of the bidder.
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) Meets the eligibility criteria defined in ITB 3 and ITB 4 ; b) Has been prepared as per the format and contents defined

by the Procuring Agency in the Bidding Documents;
c) Has been properly signed;
d) Is accompanied by the required securities; and
e) Is substantially responsive to the requirements of the Bidding Documents.
The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) If rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to — (a) Submit the number of copies of signed bids required by the invitation; (b) Furnish required information concerning the number of its employees; (c) the firm submitting a bid has formally adopted or authorized,

		before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.
	29.5	Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22 , to confirm that all requirements specified in Section V - Schedule of Requirements , Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with ITB 29 , it shall reject the Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring

		Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
		b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected; and
		c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
		d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9.
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 .
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.3	The Procuring Agency's evaluation of a Bid will take into account: a) In the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which

		will be payable on the goods if a contract is awarded to the Bidder;
		b) in the case of goods of foreign origin offered from abroad,
		customs duties and other similar import taxes which will be
		payable on the goods if the contract is awarded to the Bidder;
		and
		The comparison shall be between the EXW price of the goods
		offered from within Pakistan, such price to include all costs,
		as well as duties and taxes paid or payable on components and
		raw material incorporated or to be incorporated in the goods, and
		named port of destination, border point, or named place of
		destination) in accordance with applicable INCOTERM in the price
		of the goods offered from outside Pakistan.
		In evaluating the Bidders, the evaluation committee will, in addition
		to the Bid price quoted in accordance with ITB 15.1, take account
		of one or more of the following factors as specified in the BDS,
		and quantified in ITB 32.5:
		A) Cost of inland transportation, insurance, and other costs within
		the Pakistan incidental to delivery of the goods to their final
	33.4	destination.
		b) Delivery schedule offered in the Bid;
		c) Deviations in payment schedule from that specified in the
		Special Conditions of Contract;
		d) The cost of components, mandatory spare parts, and
		service;
		e) The availability (in Pakistan) of spare parts and after-sales
		services for the equipment offered in the Bid;
		f) The projected operating and maintenance costs during the
		life of the equipment;
		g) The performance and productivity of the equipment
		offered; and/or b) Other specific criteria indicated in the TRS and/or in the
		h) Other specific criteria indicated in the TBS and/or in the Technical Specifications.
		For factors retained in BDS, pursuant to ITB 33.4 one or more of
		the following quantification methods will be applied, as detailed in
		the BDS :
		(a) Inland transportation from EXW/port of entry/border point,
		Insurance and incidentals.
	33.5	Inland transportation, insurance, and other incidental costs for
	<i>JJ</i> .J	delivery of the goods from EXW/port of entry/border point to
		Project Site named in the BDS will be computed for each Bid by
		the PA on the basis of published tariffs by the rail or road
		transport agencies, insurance companies, and/or other
		appropriate sources. To facilitate such computation, Bidder shall
		furnish in its Bid the estimated dimensions and shipping weight
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and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.

- (b) Delivery schedule.
- i. The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in the BDS, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

Or

ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

- iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the **BDS**, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.
- (c) Deviation in payment schedule.
- i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring

Agency may consider the alternative payment schedule offered by the selected Bidder.

Or

ii) The SCC stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.

(d) Cost of spare parts

i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **BDS**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.

Or

ii) The Procuring Agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **BDS**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.

Or

- iii) The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation specified in the **BDS**, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other Procuring Agency's in similar situations. Such costs shall be added to the Bid price for evaluation.
- (e) Spare parts and after sales service facilities in Pakistan

The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.

(f) Operating and maintenance costs

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the

		criteria specified in the BDS or in the Technical Specifications.
		(g) Performance and productivity of the equipment.
		(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the BDS will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the BDS or in the
		Technical Specifications.
		Or
		(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology
		specified in the BDS or in the Technical Specifications.
		(h) Specific additional criteria.
		Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in
		the BDS and/or the Technical Specifications.
		If these Bidding Documents allow Bidders to quote separate
	33.6	prices for different Lots, and the award to a single Bidder of
		multiple Lots, the methodology of evaluation to determine the
		lowest evaluated Lot combinations, including any discounts offered
		in the Form of Bid, is specified in the BDS . If the BDS so specifies, the Procuring Agency will grant a margin of
34.Domestic Preference	34.1	preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price-from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	35.2	The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons: i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and

	T	
		functionalities; or
		ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods: In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
	36.1	After determining the Most Advantageous Bid, if neither the prequalification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS . In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.
36. Post- qualification of Bidder and/or Abnormally Low Financial Proposal	36.2	Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: (a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; (b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low; (c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;
		(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and

	(e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit. Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
36.3	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
36.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
36.5	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

E. AWARD OF CONTRACT

37.Criteria of Award	37.1	Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations been concluded, if any.
38.Negotiations	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents;
		 (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39.Procuring Agency's Right to reject All Bids	39.1	Notwithstanding ITB 37 , the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40.Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

		Where no complaints have been lodged, the Bidder whose Bid has
		been accepted will be notified of the award by the Procuring Agency
		prior to expiration of the Bid Validity period in writing or
	41.2	electronic forms that provide record of the content of
		communication. The Letter of Acceptance will state the sum that the
		Procuring Agency will pay the successful Bidder in consideration
		for the execution of the scope of works as prescribed by the
		Contract (hereinafter and in the Contract called the "Contract Price).
		The notification of award will constitute the formation of the
	41.3	Contract, subject to the Bidder furnishing the Performance Security
		(or guarantee) in accordance with ITB 43 and signing of the contract
		in accordance with ITB 42.2.
		Upon the successful Bidder's furnishing of the performance
		security (or guarantee) pursuant to ITB 43, the Procuring Agency
	41.4	will promptly notify each unsuccessful Bidder, the name of the
	41,4	successful Bidder and the Contract amount and will discharge the
		Bid Security or Bid Securing Declaration of the Bidders pursuant
		to ITB 18.7.
	42.1	Promptly after notification of award, Procuring Agency shall send
		the successful Bidder the draft agreement, incorporating all terms
		and conditions as agreed by the parties to the contract.
42. Signing of	42.2	Immediately after the Redressal of grievance by the GRC, and after
Contract		fulfillment of all conditions precedent of the Contract Form, the
Contract		successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase
		order issued to the bidder shall be construed to be the contract.
		After the receipt of the Letter of Acceptance, the successful
		Bidder, within the specified time, shall deliver to the Procuring
	43.1	Agency a Performance Security (or Guarantee) in the amount and
		in the form stipulated in the BDS and SCC, denominated in the
		type and proportions of currencies in the Letter of Acceptance and in
		accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the
43. Performance		successful Bidder and it shall be in the form specified in the BDS
Security (or		which shall be in any of the following:
Guarantee)		(a) certified cheque, cashier's or manager's cheque, or bank
		draft;
		(b) irrevocable letter of credit issued by a Scheduled bank or in
		the case of an irrevocable letter of credit issued by a foreign
		bank, the letter shall be confirmed or authenticated by a
		Scheduled bank;
		(c) bank guarantee confirmed by a reputable local bank or, in
		the case of a successful foreign Bidder, bonded by a foreign
		bank; or
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		(d) surety bond callable upon demand issued by any reputable
		surety or insurance company.
		Any Performance Security (or guarantee) submitted shall be
		enforceable in Pakistan.
		Failure of the successful Bidder to comply with the requirement of
		ITB 43.1 shall constitute sufficient grounds for the annulment of the
	43.3	award and forfeiture of the Bid Security, in which event the
		Procuring Agency may make the award to the next ranked Bidder or
		call for new Bids.
		The advance payment will not be provided in normal circumstances.
		However, in case where international incoterms are involved, the
	44.1	same will be dealt with standard international practices and in
		the manner as prescribed in ITB 44.2.
		The Procuring Agency will provide an Advance Payment as stipulated
	44.2	in the Conditions of Contract, subject to a maximum amount, as
44. Advance		stated in the BDS. The Advance Payment request shall be
Payment		accompanied by an Advance Payment Security (Guarantee) in the
		form provided in Section IX. For the purpose of receiving the
		Advance Payment, the Bidder shall make and estimate of, and
		include in its Bid, the expenses that will be incurred in order to
		commence Delivery of Goods. These expenses will relate to the
		purchase of equipment, machinery, materials, and on the engagement
		of labor during the first month beginning with the date of the
		Procuring Agency's "Notice to Commence" as specified in the SCC.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both
		parties as per the provisions specified in the SCC.
46.Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded
		projects and procurement) as well as
		Bidders/Suppliers/Contractors under Government financed
		contracts, observe the highest standard of ethics during the
		procurement and execution of such contracts, and will avoid to
		engage in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
48.GRC Procedure	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

G. MECHANISM OF BLACKLISTING

	49.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration;
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	49.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
49.Mechanism of Blacklisting	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	49.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public with a statement that the bidder or

		contractor may, within thirty days, prefer a representation against
		the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
4	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.
4	1 9.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
4	19.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS	ITB	Amendments of, and Supplements to, Clauses in the			
Clause Number Instruction to Bidders		Instruction to Bidders			
Number					
A. Introdu	uction				
		Procuring Agency: [National Highways & Motorway Police].			
		Procurement of: Miscellaneous cleaning items			
		Delivery at: DSP LHQs, M-5 Sector-I, Multan (NHMP)			
		MC-II Zone Multan, Located at Multan Service Area 760			
1.	1.1	KM (NBC)			
		Period for delivery of goods: [30 Days]			
		Commencement date for delivery of Goods: [Immediately after			
		signing of agreement]			
2	2.1 & 2.2	Financial year for the operations of the Procuring Agency:			
_		[2024-25]			
4.	3.1	Joint venture [Not Allowed]			
5.	4.1	Ineligible country(s) are [Israel, India]			
	4.6	Demonstration of authorization by manufacturer:			
6.	4.6	[not required]			

B. **Bidding Documents**

7.	7.2	The number of documents to be completed and returned is [Only One Original]
8.	8.1	The address for clarification of Bidding Documents is [Store Branch, DSP LHQs, M-5 Sector-I, MC-II Zone Multan (NHMP) Located at Multan Service Area 760 KM (NBC). with the Bid are:
	8.5	Pre-bid meeting will not be held

C. Preparation of Bids

9.	10.1	The Language of all correspondences and documents related to the Bid is: [English]
10.	11.1(b)	Sample(s) to be submitted in Store Branch, DSP LHQs, M-5 Sector-I, MC-II Zone Multan (NHMP) Located at Multan Service Area 760 KM (NBC) with the Bid are: [As per NHMP sample/specification]
11.	11.2 (b)	Characteristics [As per NHMP Sample/Specifications]

12.	11.1 (h)	In addition to the documents stated in ITB 11, the following documents must be included with the Bid: [Proof of active tax payer list]				
13.	12.3 (c)	Other procurement specific documentation Requirements are: [2 years previous experience and at least 3 <i>Previous work Orders</i>].				
14.	13.3 (b)	The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: [Samples will be tested physically]. For Goods manufactured from within Pakistan the price quoted shall be PKR.				
15.	15.7 (a) (iii), (iv) (Optional)	For goods manufactured within Pakista in PKR	n the	Price	e quoted shall be	
16.	15.9	The price shall be fixed.				
17.	16.1 (a)	For goods and related services or currency of the Bid shall be <i>Pakistani</i> R	upees;	ing	in Pakistan the	
18.	17.1	The Bid Validity period shall be [90] day	7S.			
		The amount of Bid Security shall be Sr# Description	Qua	ntity	Amount of Bid Money (RS)	
		Phenyle Bottle 3ltr, color white, finis or equivalent	300	No.		
	18.1	2 Dust Mop 90 cm Acrylic or equivalent	30	No.		
		Toilet cleaner, 450 ml, Harpic blue or	200	No.		
		equivalent 4 Acid Bottle, 1.5 ltr, local made	300	No.		
		Tissue Box, 300 sheets, pop-up, 2 ply,	300			
19.		Rose petal or equivalent Tissue roll (Toilet roll), 22mtr, maxob or equivalent	300	No.		
		7 Insect Killer spray, 300 ml, mortein or equivalent	200	No.	18,506/-	
		8 Dust bin, medium size fine quality	30	30 No.	-	
		9 Hand sanitizer, 200ml, dettol or equivalent	150	No.		
		Cobra Air Freshener 300ml mix fragance pack or equivalent	150	No		
		Modren Plastic Bucket red color 30 ltr or equivalent	30	No.		
		12 Plastic Bucket Mug red color or equivalent	30	No.		
		The currency of the Bid Security shall be				
20.	18.3	The Bid Security shall be in Order, CDR, Bank Draft]	n tl	he	form of: [Pay	
21.	18.3 (c)	Other forms of security are:[Not Allowed]				
22.	19.1	Alternative Bids to the requirements of the Bidding Documents [will not be permitted]				
23	21.1	The number of copies of the Bid to be completed and returned shall be [Only One Original].				
24.	21.2	Written confirmation of authorization are: [Owner/authorized representative]				

D. Submission of Bids

Bid shall be submitted on Following Address Store Branch, DSP LHQs, M-5 Sector-I, MC-II Zone Multan (NHMP) Located at Multan Service Area 760 KM (NBC).		Store Branch, DSP LHQs, M-5 Sector-I, MC-II Zone Multan (NHMP) Located at Multan Service Area 760
26.	Title of the subject Procurement [Miscellaneous Cleaning It ITB title and No: [Miscellaneous Cleaning Items) 02/M-5/S -I/MC-II/NHMP/2024-25]	
27.	23.1	The deadline for Bid submission is a) Day :[Tuesday], Date:[25 - 03 - 2025] b) Time:[11:30 AM Hours]

E. Opening and Evaluation of Bids

		The Bid opening shall take place at:		
		Office of the DSP LHQs, M-5 Sector-I, Multan (NHMP) Located at Multan Service Area 760 KM (NB).		
28.	26.1	Day: [Tuesday]		
		Date: [25-03-2025]		
		Time : [12:00 PM]		
		The currency that shall be used for Bid evaluation and comparison		
29.	32.2	purposes to convert all Bid prices expressed in various currencies is:		
		[PKR]		
		Evaluation Techniques		
		Least Cost Based Selection (LCBS)		
		After meeting the requirements of eligibility, qualification and		
30.	35	substantial responsiveness, the bid in compliance with all the		
		mandatory (technical) specifications/requirements and requisite quality		
		threshold, and having lowest evaluated cost / financial proposal shall be		
		considered highest ranked/most advantageous bid.		
31.	33.4 (h)	Other specific criteria are [as per sample/specifications of NHMP]		
32.	33.5 (b)			
33.	33.5 (c)	Deviation in payment schedule ["is not" applicable]		
	(ii)	The firms are required to meet the following eligibility criteria.		
		i. Firm(s) must certify that it has not been blacklisted by any government organization.		
		ii. No bidder will be allowed to submit its second or third offer with the		
		same bid.		
34.	33.5 (h)	iii. General order suppliers/firms are allowed to participate in the tender for		
		Supply of Cleaning Items.		
		iv. The firms must have minimum experience of two years with minimum		
		three supply orders for similar of Cleaning Items.v. Sample must be provided at the time of opening of technical bids.		
		Sample must be provided at the time of opening of technical blus.		

F. Award of Contract					
35.	35. 40.1 Percentage for quantity increase or decrease is [15%].				
36.	43.1	The Performance Security (orguarantee) shall be [10 percent of the Contract Price]			
37.	43.2	The Performance Security (or guarantee) shall be in the form of: Pay Order, CDR, Bank Draft and Bank Guarantee [Insert form of Performance Security]			
38.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.			

G. Review of Procurement Decisions

		The address of the Grievances Redressal Committee Office of the Additional IG Central Region NHMP Complex Near Babu Sabu Interchange Shera Kot Lahore.
39.	49.1	The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

- ii) India
- iii) Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L

SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

A. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery

- (i) at EXW premises, [LHQs, M-5 Sector-I MC-II Multan]
- (ii) to the carrier at the port of shipment when the contract is placed on FOB

or CIF terms, or

(iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

B. <u>Technical Specifications:</u> Technical Specifications of the items are attached (Annex-A).

• The bidders shall bear the cost of lab tests (if any).

C. SCHEDULE OF REQUIREMENTS

<u> </u>	SCHEDULE OF REQUIREMENTS							
S No.	Items Description	Specifications	Qty		Qty		Delivery schedule in Days	Bid Offered (Yes/No)
1	Phenyle Bottle	Phenyle Bottle 3ltr, color white, finis or equivalent	300	No.				
2	Dust Mop	Dust Mop 90 cm Acrylic or equivalent	30	No.				
3	Toilet cleaner	Toilet cleaner, 450 ml, Harpic blue or equivalent	200	No.				
4	Acid Bottle	Acid Bottle, 1.5 ltr, local made	300	No.				
5	Tissue Box	Tissue Box, 300 sheets, pop-up, 2 ply, Rose petal or equivalent	300	Box				
6	Tissue roll	Tissue roll (Toilet roll), 22mtr, maxob or equivalent	300	No.				
7	Insect Killer spray	Insect Killer spray, 300 ml, mortein or equivalent	200	No.	within 30 days			
8	Dust Bin	Dust bin, medium size fine quality	30	No.				
9	Hand Sanitizer	Hand sanitizer, 200ml, dettol or equivalent	150	No.				
10	Air Freshener	Cobra Air Freshener 300ml mix fragance pack or equivalent	150	No				
11	Plastic Bucket	Modren Plastic Bucket red color 30 ltr or equivalent	30	No.				
12	Plastic Bucket Mug	Plastic Bucket Mug red color or equivalent	30	No.				

Technical Evaluation Criteria

1. The samples of the firms will be evaluated according to the specifications mentioned against each item/ article.

S. No.	Item Description	Specifications		ntity
1	Phenyle Bottle	Phenyle Bottle 3ltr, color white, finis or equivalent	300	No.
2	Dust Mop	Dust Mop 90 cm Acrylic or equivalent	30	No.
3	Toilet cleaner	Toilet cleaner, 450 ml, Harpic blue or equivalent	200	No.
4	Acid Bottle	Acid Bottle, 1.5 ltr, local made	300	No.
5	Tissue Box	Tissue Box, 300 sheets, pop-up, 2 ply, Rose petal or equivalent	300	Box
6	Tissue roll	Tissue roll (Toilet roll), 22mtr, maxob or equivalent	300	No.
7	Insect Killer spray	Insect Killer spray, 300 ml, mortein or equivalent	200	No.
8	Dust Bin	Dust bin, medium size fine quality	30	No.
9	Hand Sanitizer	Hand sanitizer, 200ml, dettol or equivalent	150	No.
10	Air Freshener	Cobra Air Freshener 300ml mix fragance pack or equivalent	150	No
11	Plastic Bucket	Modren Plastic Bucket red color 30 ltr or equivalent	30	No.
12	Plastic Bucket Mug	Plastic Bucket Mug red color or equivalent	30	No.

- 2. The Technical Committee of NHMP will examine and evaluate the Technical Proposals and the Samples of each article as per Tender Specification/ Approved Samples.
- **3.** Financial bids of only those firms will be opened who technically qualify the evaluation criteria.
- 4. The firm will be disqualified if failed to provide bid money with the technical proposal.

B. STANDARD FORMS FOR

(Single Stage Two Envelope Procedure)

Table of Forms

Letter of Bid – Technical Proposal

Letter of Bid - Financial Proposal Bidder

Information Form

Schedule: Goods Manufactured in Pakistan

Price and Completion Schedule - Related Services

Form of Bid Security

Form of Bid Security (Bid Bond)

Form of Bid-Securing Declaration

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.

<u>Note:</u> 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 9);
- (b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (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 4;
- (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: [insert a brief description of the Goods and Related Services];
- (e) **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (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 19;
- (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) **State-owned enterprise or institution**: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of];
- (j) **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;
- (k) **Not Bound to Accept**: We understand that you are not bound to accept the the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **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]

^{*:} In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

^{**:} Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

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 <u>second</u> 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: [,]	
No. : [insert number of bidding process]		_	
Name of Project.: [insert identification]			
Alternative No. : [insert identification No if	this is a Bid for a	an alternative]	
To: (DSP LHQs, M-5 Sector-I, Multan (1	NHMP) Located	d at Multan Service	Area 760 KM
(NB).			

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 BDS 17.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 23.1 (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 against each item is as under:

S No.	Item Description	Specifications	QTY		Unit Price with all Taxes	Total Price with all Taxes
1	Phenyle Bottle	Phenyle Bottle 3ltr, color white, finis or equivalent	300	No.		
2	Dust Mop	Dust Mop 90 cm Acrylic or equivalent	30	No.		
3	Toilet cleaner	Toilet cleaner, 450 ml, Harpic blue or equivalent	200	No.		
4	Acid Bottle	Acid Bottle, 1.5 ltr, local made	300	No.		
5	Tissue Box	Tissue Box, 300 sheets, pop-up, 2 ply, Rose petal or equivalent	300	Box		
6	Tissue roll	Tissue roll (Toilet roll), 22mtr, maxob or equivalent	300	No.		
7	Insect Killer spray	Insect Killer spray, 300 ml, mortein or equivalent	200	No.		
8	Dust Bin	Dust bin, medium size fine quality	30	No.		
9	Hand Sanitizer	Hand sanitizer, 200ml, dettol or equivalent	150	No.		
10	Air Freshener	Cobra Air Freshener 300ml mix fragance pack or equivalent	150	No		
11	Plastic Bucket	Modren Plastic Bucket red color 30 ltr or equivalent	30	No.		
12	Plastic Bucket Mug	Plastic Bucket Mug red color or equivalent	30	No.		_

(c) **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	comp	lete	name of	person di	ıly au	thoriz	ed to sig	n the Bid]					
Title Bid]		he	person	signing _	the	Bid:	[insert	complete	title	of	the	person	signing	the
Signat	ure o	of th	ne perso	n named	l abo	ve : [ir	ısert sigi	nature of p	person	wh	ose 1	iame an	d	
capacit	y are	sho	wn abov	e]										
Date s	igne	d [ii	nsert dat	e of signir	1g] d a	ay of	[insert n	ıonth], [in	sert y	ear]				

^{*:} In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

^{**:} Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

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 [insert Bidder's legal name] 2. In case of JV, legal name of each member: [insert legal name of each member in JV][N/A] 3. Bidder's actual or intended country of registration: [insert actual or intended country of registration] 4. Bidder's year of registration: [insert Bidder's year of registration] 5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration] Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address] 7. Attached are copies of original documents of [check the box(es) of the attached original documents] Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4.[**N/A**] ☐ Establishing that the Bidder is not under the supervision of the Procuring Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule: Goods Manufactured in Pakistan

	Purchaser's G	Country		C	•	ap A and B	Bids) ITB 15	Date:Alternative No:
1	2	3	4	5	6	7	8	9
Line Item No	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 405)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 15.7
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]
								Total Price

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

Form of Bid Security

(Bank Guarantee

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Purchaser to insert its name and address]

No.: [Purchaser to insert reference number for the Request for Bids]

Alternative No.: [Insert identification No if this is a Bid for an

alternative] **Date:** [Insert date of issue]

BID GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that ______[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of

under Request for Bids No._____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ______ (__) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Letter of Acceptance

[Letter head paper of the Procuring Agency]
[date]
Γo: [name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

SECTION VIII: GENERAL CONDITIONS OF THE CONTRACT GENERAL CONDITIONS OF THE CONTRACT (GCC)

			I	following words and expressions shall have the nings hereby assigned to them:
			a)	Authority means Public procurement regulatory authority
			b)	The "Arbitrator" is the person appointed with mutual
				consent of both the parties, to resolve contractual
				disputes as provided for in the General Conditions of
				the Contract GCC Clause 31 hereunder.
			c)	The "Contract" means the agreement entered into
				between the Procuring Agency and the Supplier, as
				recorded in the Contract Form signed by the parties,
				including all attachments and appendices thereto and
				all documents incorporated by reference therein.
			d)	The "Commencement Date" is the date when the
				Supplier shall commence execution of the contract as
				specified in the SCC.
			e)	"Completion" means the fulfillment of the related
				services by the Supplier in accordance with the terms
				and conditions set forth in the contract.
1.	Definitions	1.1	f)	"Country of Origin" means the countries and
				territories eligible under the PPRA Rules 2004 and its
				corresponding Regulations as further elaborated in the
			<u> </u>	SCC.
			g)	The "Contract Price" is the price stated in the Letter of
				Acceptance and thereafter as adjusted in accordance
			1-)	with the provisions of the Contract. "Defective Conde" are those goods which are below.
			h)	"Defective Goods" are those goods which are below
				standards, requirements or specifications stated by the Contract.
			:/	"Delivery" means the transfer of the goods from the
			i)	supplier equipment, machinery, and /or other
				materials which the Supplier is required to supply to
				the Procuring Agency under Contract.
			j)	"Effective Contract date" is the date shown in the
			"	Certificate of Contract Commencement issued by the
				Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 3.
			k)	"Procuring Agency" means the person named as
				Procuring Agency in the SCC and the legal successors

	in title to this person, procuring the Goods and related
	service, as named in SCC .
1)	"Related Services" means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as
	installation, commissioning, provision of technical
	assistance, training, initial maintenance and other
	such obligations of the Supplier covered under the
	Contract.
m	"GCC" means the General Conditions of Contract contained in this section.
n)	-
	intended that the Supplier shall effect delivery as specified in the SCC.
(o)	"SCC" means the Special Conditions of Contract.
(p)	"Supplier" means the individual private or
	government entity or a combination of the above
	whose Bid to perform the contract has been accepted
	by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors
	or permitted assigns of the supplier and shall be
	named in the SCC.
(q)	"Project Name" means the name of the project stated in SCC.
r)	"Day" means calendar day.
s)	"Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
t)	"End User" means the organization(s) where the goods will be used, as named in the SCC.
u)	"Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
	which is beyond reasonable control of either Party
	and which makes a Party's performance of its

				obligations under the Contract impossible or so		
				impractical as to be considered impossible under the		
				circumstances.		
				For the purposes of this Contract, "Force Majeure"		
				means an event which is beyond the reasonable		
				control of a Party, is not foreseeable, is		
				unavoidable, and its origin is not due to negligence		
				or lack of care on the part of a Party, and which		
				makes a Party's performance of its obligations		
				hereunder impossible or so impractical as		
				reasonably to be considered impossible in the		
				circumstances. and includes, but is not limited to,		
				war, riots, civil disorder, earthquake, fire, explosion,		
				storm, flood, epidemics, or other adverse weather		
				conditions, strikes, lockouts or other industrial action		
				(except where such strikes, lockouts or other		
				industrial action are within the power of the Party		
				invoking Force Majeure to prevent), confiscation or any other action by Government agencies.		
			-,-\			
			w)	"Specification" means the Specification of the Goods and performance of incidental services in accordance		
				with the relevant standards included in the Contract		
				and any modification or addition made or approved		
				by the Procuring Agency.		
			x)	The Supplier's Bid is the completed Bid document		
			^)	submitted by the Supplier to the Procuring Agency.		
				se General Conditions shall apply to the extent that		
		2.1	they are not superseded by provisions of other parts of the			
				tract.		
				nterpreting these Conditions of Contract headings		
				marginal notes are used for convenience only and		
				not affect their interpretations unless specifically		
	Application	2.2		d; references to singular include the plural and vice		
2.	and interpretation			a; and masculine include the feminine. Words have		
	merpretation			ordinary meaning under the language of the		
		2.3		tract unless specifically defined.		
			The documents forming the Contract shall be interpreted in the following order of priority:			
				(1) Form of Contract,		
				(2) Special Conditions of Contract,		
				*		

			(3) General Conditions of Contract,
			(4) Letter of Acceptance,
			(5) Certificate of Contract Commencement
			(6) Specifications
			(7) Contractor's Bid, and
			(8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
		0.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -
		3.1	 a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
3.	Conditions Precedent	3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6.	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.

		8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
0	Use of Contract Documents and Information;	8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
8. I ar	Inspection and Audit by the Government of Pakistan	8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.

9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
	Performance 10. Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
10.		10.3	The Performance Security (or Guarantee) shall be in one of the following forms: a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or b) A cashier's or certified check.
		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
11.	Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in

	11.2	writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its
		subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
	11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
	11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
	11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12. Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and

		13.1	outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other
			documents to be furnished by the Supplier as specified in SCC. For purposes of the Contract, "EXW", "FOB", "FCA",
13.	Delivery and Documents	13.2	"CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
		13.3	Documents to be submitted by the Supplier are specified in SCC.
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15.	5. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract

			Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: a) Performance or supervision of on-site assembly, Installation Commissioning and / or start-up of the supplied Goods; b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
17.	Spare Parts	17.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: [N/A] a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and b) In the event of termination of production of the spare parts: i) advance notification to the Procuring

			Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
			ii) Following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
	Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
18.		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC.
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
		19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
	Payment	19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.
19.		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in

			SCC or in the Procuring Agency's request for Bid
		21.1	Validity extension, as the case may be. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following: a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency; b) The method of shipment or packing; c) The place of delivery; and/or d) The Services to be provided by the Supplier.
21.	Change Orders	21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	Contract Amendments	22.1	Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	Sub-Contracts 24.1 24.2	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC Clause 5.

			Delivery of the Goods and performance of Services shall
25.	Delays in the Supplier's Performance	25.1	be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC Clause 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 26.
27.	Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may

	terminate the Contract if the other party causes a
	fundamental breach of the Contract.
	Fundamental breaches of Contract shall include, but shall not be limited to the following:
27.2	a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 24; or b) the Supplier fails to perform any other obligation(s) under the Contract; c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC; d) the supplier has abandoned or repudiated the contract. e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f) a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment; g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. For the purpose of this clause: "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
27.3	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the

28.	28. Termination for Force Majeure	28.1	Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure
		28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29.	Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In

		30.1	this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency. The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
30.	Termination for Convenience	30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect: a) To have any portion completed and delivered at the Contract terms and prices; and / or b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The

			rates and costs shall be in accordance with the rules of					
			the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.					
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.					
33.	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.					
34.	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8, a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent					
35.	Notices	35.1	infringement. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.					
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.					
	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.					
36.		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.					

	A local Supplier shall be entirely responsible for all
36.3	taxes, duties, license fees, etc., incurred until delivery of
	the contracted Goods to the Procuring Agency.

SECTION IX: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

SCC Clause Numbe	GCC Clause Numbe	Amendments of, and Supplements to, Clauses in the GCC							
Definition	ons (GCC 1)								
1.	1.1	.1 The Procuring Agency is: [NHMP M-5 S-I M C-II Multan]							
2.	1.1(j)	The Supplier is: [Name and address]							
3.	1.1(q)	The title of the subject procurement or The Project is: [Miscellaneous Cleaning Items]							
Governi	ng Language	(GCC 4)							
4.	4.1	The Governing Language shall be: English							
Applicable Law (GCC 5)									
5.	5.1	The Applicable Law shall be: Laws of the Pakistan							
Country	of Origin (G	CC 6)							
6.	6. 6.1 Country of Origin is Pakistan								
Performance Security (or guarantee) (GCC 10)									
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: [below the ten (10) percent of the Contract Price]							

8. Inspection	10.2	After delivery and acceptance of the Goods, 10% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2. Sets (GCC 11)					
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract.					
Packing	Packing (GCC Clause 12)						
10.	12.2	The following SCC shall supplement GCC Clause 12.2: The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification.					
		ents (GCC Clause 13)					
11.1	13.1	For Goods from "Abroads": [N/A]					

		For Goods from within Pakistan:				
		Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:				
		(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;				
		(ii.) delivery note, railway receipt, or truck receipt;				
12.	13.2	(iii.) Manufacturer's or Supplier's warranty certificate;				
		(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and				
		 (v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. 				
Insuranc	L ce (GCC Clau	ıse 14)[N/A]				
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and				
Related	Services (GC	CC Clause 16)				
14.	16.1	Related services to be provided are: [The supplier shall deliver the Miscellaneous Cleaning items at NHMP Lines Headquarters, M-5 Sector-I , MC_II Zone Multan Located at Multan Service Area 760KM (NBC). The firm shall supply (within 30 days from the date of issuance of work order) after issuance of work Order. The Supply charges shall be borne by the firm. The Lab/supply charges (if any) shall be borne by the firm. If the supplier fails to deliver the required work as per specification				
Spare Pa	rts (GCC Cl	ause 17) [N/A]				
15.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and				
		any case within six (6) months of placing the order and opening the letter of credit.				

Warrant	y (GCC Claus	se 18)				
vvalialit	y (GCC Claus					
16.	18.2	GCC Clause 17.2—In partial modification of the provisions, the warranty period shall behours of operation or months from date of acceptance of the Goods or (-) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or b) Pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages				
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: 90 days				
The meth	as follows	ditions of payment to be made to the Supplier under this contract describes Supplied from within Pakistan:				
		Payment for Goods and Services supplied from within Pakistan				
		shall be made in Pakistani Rupees, as follows:				
		i. Advance Payment:0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the				

Procuring Agency.

18.

19.1

ii.

iii.

On Delivery: ...0.. percent of the Contract Price shall

On Acceptance: The 100. percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective

be paid on receipt of the Goods and upon submission of

the documents specified in GCC Clause 11.

delivery issued by the Procuring Agency.

19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be [insert: 0].				
Prices (GC	CC 20)					
Prices shall be adjusted in accordance with provision Attachment to SCC. [To be inserted only if price is subject to adjustment.][N/A]						
Liquidated Damages (GCC Clause 26)						
21.	25.1	Applicable rate: [0.20% per day and maximum 10% of total value] Maximum deduction: is equal to the performance security. Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.				
Procedure	for Dispute	Resolution (GCC Clause 32)				
		Dispute Resolution				
23.	(a) For Contracts to be entered with foreign Cont Service Provider: [N/A] All disputes arising in connection with the present shall be finally settled under the Rules of Concordance one or more arbitrators appointed in accordance Rules.					
		(b) For Contracts to be entered with nationals of Pakistan				
23.	32.3	Dispute Resolution				
	32. 0	 a) For Contracts to be entered with foreign Contractor/ Service Provider: [N/A] All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. b) For Contracts to be entered with nationals of Pakistan: 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including 				

question regarding its existence, validity, termination and execution of the Contract- whether developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any difference by mutual diligent dispute or negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in [Lahore] and proceedings will be conducted in - [English] language. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.

Notices (GCC Clause 35)

2.

3.

4.

- Procuring Agency's address for notice purposes:
Office of the DSP LHQs, M-5 Sector-I, Multan (NHMP) Located at
Multan Service Area 760 KM (NB).
- Supplier's address for notice purposes:

SECTION X: CONTRACT FORMS Form of Contract THIS AGREEMENT made the _____day of __ 20 between NHMP Lines Headquarters, M-5 Sector-I MC-II SSP/Sector Commander, M-5 Sector-I, Multan (NHMP) Located at Multan Service Area 760 KM (NB). (herein after called "the Procuring Agency") of the one part and [M/s----] of [city and country of *Supplier*] (hereinafter called "the Supplier") of the other part: WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price"). NOW THIS CONTRACT WITNESSETH AS FOLLOWS: 1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to. 2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-This form of Contract; (h) the Form of Bid and the Price Schedule submitted by the Bidder; (i) the Schedule of Requirements; (j) (k) the Technical Specifications; (1) the Special Conditions of Contract; the General Conditions of the Contract; (m) the Procuring Agency's Letter of Acceptance; and (n) [add here: any other documents] (0)3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract. 4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written. Signed, sealed, delivered by the the the Procuring Agency) Witness to the signatures of the Procuring Agency:.... Signed, sealed, delivered by _____the ____

Witness to the signatures of the Supplier:

the Procuring Agency)

(for

Performance Security (or guarantee) Form

To: [National highways & Motorways Police]

WHEREAS [name of Supplier] (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.

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]

e and s	seal of the Gua	arantors		
[name c	of bank or finan	cial institution	n]	
[address	 s]			
[date]				



WALTON CANTONMENT BOARD

R.A Bazar, Ahmed Bukhsh Road, Lahore Ph. # 042-99220406, Fax 042-99220161 Website: info@wcb.gov.pk

INVITATION TO BID

TENDER NOTICE

Cantonment Board Walton being procuring entity invites sealed bids on the basis of MES Schedule of Rates, 2021 (amended upto date) on percentage above/below or at par basis for schedule items and market item rate basis for non-schedule items as per "Single Stage Two Envelope Procedure" under Rule 36(b) of PPRA Rules 2004 (as amended upto date), from the contractors / firms having valid registration with Pakistan Engineering Council in C-4 and above) in Relevant Category for the year 2024-25 and are on Active Taxpayers List of the Federal Board of Revenue for the following Original work:

S. No	Name of Work	Est Cost (Million)	2 /0 01	Bidding Document fee (Non- Refundable	Date & time of submission of bids (technical & financial proposal)	Date & time of opening (technical proposal bids)	Project Time limit
1.	Provision of Main Boosting Trunk Line from Rubbani Road Upto Walton Road Via Faisal Ghumman Road Lahore.	70.00	1,400,000	Rs. 3000	28 , 03 , 2025 (1100 , Hours	18, 03, 2025 11130, Hours	As per work order

TERMS & CONDITIONS

Tender / Bidding documents containing Invitation to the bid/Tender Notice, Instructions to bidders, Form of Bid, Conditions of Contract Agreement, Specifications, Bill of 1. Quantities and Bid evaluation criteria etc. can be obtained on any working day during office hours from the office of Cantonment Board Walton at Ahmad Bukhsh Road R.A Bazar Lahore on or before closing date/time of tender bid. Price of bidding document as per Tender Notice (non-refundable).

2% (two percent) earnest money /bid security of estimated cost must be accompanied in the shape of Call deposit in the name Executive Officer CB Walton, from Scheduled 2. bank in accordance with the Rule 25 of PPRA Rules, 2004 and subsequent amendments (if any). An Affidavit to the affect stating that 2% bid security /earnest money has been placed in financial proposals /bids must be attached in the technical proposals. Any bid security not validated from bank can result into penal consequences.

The Submission of Bids by the contractors implies that they are fully conversant with the, scope of work and term and conditions laid down in the tender / bid's documents. 3. Bidder will also submit construction methodology prior to the execution of work.

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- 4. The eligible contractors / firms are required to submit their Bids for work in separate sealed envelopes i.e. one envelope containing "Technical Proposal" of the contractors / firms, clearly marked as "Technical Bid" accompanied with respective bidding document fee, while the second envelope containing financial proposal / bid price, clearly marked as 'Financial Proposal". Both Technical and Financial proposals / bids will be placed in single sealed envelope dully addressed to Office of Cantonment Board Walton at Ahmad Bukhsh Road R.A Bazar Lahore, within due date & time of closing of tender box.
- 5. Technical proposal must be numbered & a table of contents inserted at beginning of the proposal showing the table of contents of the proposal according to the numbered pages. All pages of Bids shall be signed & stamped by the bidder and seal be affixed along with the signatures / initials/ Stamp. Random/ irregular technical proposal will be returned back to the bidders on the day of opening of technical bid
- Contractor / Bidder black listed by Cantonment Boards or involved in litigation or found
 to be indulged in corrupt or fraudulent practices will be considered non-responsive by
 Cantonment Board Walton being procuring entity.
- The "Technical Proposals/ Bids" of the firms/ contractors will be evaluated in accordance with laid down evaluation criteria based on the following documents to be provided in the bidding documents meant for submission of Technical Proposal.
 - A. Detail of projects of similar nature related to the above-mentioned work undertaken by the firm in the last 5 years (in hand/ completed) supported by documentary evidence such as work orders / completion reports in original or attested copies.
 - B. Financial status, Bank balance & certificate from the scheduled bank for the last 5 years.
 - C. The Income Tax Certificate from the concerned department. Showing Tax payment regarding works / projects executed during last 5 years.
 - D. Details of technical staff for the proposed works, duly supported by attested credentials.
 - E. An affidavit that the firm is neither blacklisted nor in dispute / litigation / arbitration with any Govt. / semi-Govt. Department on the left over/ incomplete projects.
 - F. An affidavit is required to be provided with the technical bid regarding attachment of the bid security in the shape of Bank Guarantee or call deposit with the financial bid.
 - G. The firms / contractors having their own machinery relating to the project.
 - H. Only those will be eligible to apply for the tender who have renewed their enlistment with PEC for the year 2025 and holds a valid PEC License.
 - Incomplete Tender forms will be considered as non-responsive i.e., name of Firm, quoted rates in words and in figures, signatures of the contractor and stamp of the firm.
- In case the tender not open on given date and time due to any unavoidable circumstances, the next date of opening will be 07-04-2025 at 11:30 Hours.
- The Financial Bids / Proposals of only technically responsive qualified bidders will be
 opened after evaluation of Technical Bids in the presence of bidders / their
 representatives (who may like to attend) in the office of the Cantonment Board Walton

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- on the date & time to be notified later on whereas the Financial Bids of technically nonresponsive bidders shall be returned unopened to the respective contactors.
- The contractors / bidders, who quote their bids / rates more than 10% below the MES 10. Sch. of rates 2021 / Engineers Estimate shall submit performance guarantee equal to 10% of the Estimated Cost under rule 39 of PPRA Rules 2004.
- Any Item not reflected in the BOQ and required at site, shall be paid in accordance with 11. MES Schedule of rates 2021or prevailing market rates with the approval of the procuring entity / Competent Authority.
- All the governments taxes (Federal, Provincial & any other) will be deducted as per 12. prevailing government policy.
- Incomplete/ disfiguring/ overwriting/ by hand/ delayed bids shall be declared non-13. responsive.
- Successful bidder shall be bound to execute an agreement with the procuring entity and 14. all terms and conditions including tender notice shall be binding on the bidder.
- Other terms & conditions pertaining to the works can be seen in the Office of the 15. Cantonment Board Walton at any working day during office hours.
- Work Orders shall be issued subject to approval of Competent Authority. 16.
- As per PPRA Rule 33, the procuring agency may reject all bids or proposals at any time 17. prior to the acceptance of a bid or proposal.

(SIBTAIN RAZA) CANTONMENT EXECUTIVE OFFICER WALTON CANTONMENT LAHORE

GOVERNMENT OF PAKISTAN MINISTRY OF COMMUNICATIONS NATIONAL HIGHWAYS AND MOTORWAY POLICE OFFICE OF THE DEPUTY SUPERINTENDENT OF POLICE LHQs, M-5 SECTOR-I MC-II ZONE, MULTAN

No. NHMP/DSP-LHQ/STORE/2024-25/280

March, 05, 2025

To,

The Deputy Director,

Public Procurement Regulatory Authority, 1st Floor, Federal Bank for Cooperatives, Ataturk Ave, G-5/2 G-5, Islamabad.

Subject:

REQUEST FOR FLOATING / UPLOADING OF TENDER DOCUMENTS OF PROCUREMENT OF MISC. CLEANING ITEMS FOR SECTOR-I, M5 MULTAN FOR THE FINANCIAL YEAR 2024-25

Kindly refer to the subject cited above.

- 2. Find enclosed herewith tender documents for uploading on website of Public Procurement regulatory Authority, Islamabad, <u>www.ppra.org.pk.</u> for Procurement of Miscellaneous Cleaning Items of M-5 Sector-I Multan.
- 3. The advance payment for the uploading of tender documents related to Procurement of Miscellaneous Cleaning Items has been successfully made. Enclosed is a copy of the deposits slip for your reference. The copy of the approval of the competent authority is being attached herewith for further process at the earliest, please.

Encl: as above.

SECRETARY PURCHASE COMMITTEE
M-5 SECTOR-I, MC-II ZONE

MULTAN

Copy to:

The DIG/Zonal Commander Motorway Central-II Zone,

The SSP/Sector Commander M-5 Sector-I Multan.