



PAKISTAN RAILWAYS
TENDER NOTICE

Pakistan Railways is a Federal Government Department which endeavors to provide a competitive, safe, reliable, market oriented, efficient and environment friendly mode of transport and plays a pivotal role in socio-economic development of the country. In order to meet the organization's operational and maintenance requirements, Chief Controller of Purchase invites tenders / sealed bids from the original manufacturers / authorize distributors / suppliers / contractors registered with Income Tax & Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue having registered office for the supply against following tender in accordance with Single Stage-Two Envelops Procedure of Public Procurement Rules-2004. Online offers are invited against the Advertised Tender No. **22/SR-100/New/2024** on **FOR Basis** for the procurement of Spare Parts for 15 Nos. AGE-30 Class of Diesel Electric Locomotives through **E-Pak Acquisition and Disposal System (EPADS)** under Special Repair of 100 D.E. Locomotives Project (New) of Pakistan Railways: -

Advertised Tender No.	Description	Tender Closing Date and Time	Tender Opening Date and Time	Terms of Delivery	Bid Security Required
22/SR-100/New/2024	Procurement of Spare Parts for 15 Nos. AGE-30 Class of Diesel Electric Locomotives = 12 Items	27-01-2025 11:00 AM	27-01-2025 11:30 AM	FOR Basis	As per Tender Documents

- Only bids through **E-Pak Acquisition and Disposal System (EPADS)** will be entertaining. (www.eprocure.gov.pk), no bid other than EPADS will be accepted. Bid security will be submitted before closing of Tender physically in Tender Box in the office of **Chief Controller of Purchase Pakistan Railways Headquarters Office Lahore**. Bidder will also upload the complete scanned copy of their bid in EPADS.
Note: EPADS Tender No. **F-241280339**.
- Bidding documents, containing detailed terms and conditions, can be downloaded from www.eprocure.gov.pk free of cost.
- The bids, prepared in accordance with the instructions in the bidding documents, must be submitted on EPADS as per the schedule mentioned above.

3
23/12/24
For Project Director

Special Repair of 100 D.E. Locos Project/New,
Pakistan Railways,
Mughalpura, Lahore.

E-mail: sr100delocosnew@gmail.com

Ph #: 042-99250150

192976

RAILWAY FUND

Government of Pakistan-Railway Board.

Accounting Centre Projects
Workshops/P.R, MGPR/LHR

“Central - XVIII Pakistan Railways PSDP.Account.”

Division

Branch.

A/c payee only

DEVELOPMENT

To the State Bank of Pakistan

Lahore

Dated 16.12.2024

Pay to Public Procurement Regulatory Authority Islamabad or Order

the sum of Rupees Fifteen Thousand Only

and charge the same against my drawing account

Rs. =15000.00

Under Rupees


for Chief Accounts officer.
Divisional Accounts officer.

N.B. This cheque is payable at any time within three months after the month of issue.

0.000
0.489
0

HBL Garhi Shahu, Lahore			
Sr No	Contractor Name	A/c No.	Amount
1	M/S Public Procurement Regulatory Authority (PPRA)	0004540013100701	15,000
Total			15,000

192976
16/12/2024


Account Officer/Project
P.R Mughalpura 042-99250121

HBL Allama Iqbal Road
Br. Lahore-0557
23 DEC 2024

PAKISTAN RAILWAYS



**OFFICE OF THE PROJECT DIRECTOR/SPECIAL REPAIR
OF 100 NOS. DIESEL ELECTRIC LOCOMOTIVES (NEW),
PAKISTAN RAILWAYS, MOGHALPURA, LAHORE.**

PH # 042-99250150

E-mail: sr100delocosnew@gmail.com

BID DOCUMENTS

Advertised Tender No: 22/SR-100/New/2024

**Procurement of Spare Parts of 15 Nos. AGE-30 Class of D.E.
Locomotives = 12 Items
Due on 27-01-2025**

on FOR Basis

**National Standard Bidding Documents for Procurement of
General Goods**

In Pursuance of Section 27 of PPRA Ordinance, 2002 read with
Rule 23 of Public Procurement Rules, 2004, Public Procurement
Regulatory Authority.

Standard Bidding Documents for Procurement of General Goods

NOTE: Section II, IV and VII, are part of this tender document and are downloadable and available on EPADS website (Link: www.eprocure.gov.pk), PPRA website (Link: (www.ppra.org.pk)), Pakistan Railways Website (Link: (www.pakrail.gov.pk)) and Purchase Order (FOR) is downloadable and available on Railway Website (Link: (www.pakrail.gov.pk)).

PART-A-BIDDING PROCEDURE & REQUIREMENTS

Section I- Invitation to Bids

Section II- Instructions to Bidders (ITB) is downloadable on PPRA Website.

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 is downloadable on PPRA Website.

This Section contains information regarding eligible countries.

Section V- Technical Specifications, Schedule of Requirements

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 Bidders 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) is downloadable on Pakistan Railway website

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.

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PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION-I: INVITATION TO BIDS

PAKISTAN RAILWAYS



Office of the Project Director/Special Repair of 100 Nos. D.E. Locomotives (New),
Pakistan Railways, Moghalpura, Lahore.

For Advertised No. **22/SR-100/New/2024** for Procurement of Spare Parts of 15 Nos. AGE-30 Class of
D.E. Locomotives

INVITATION TO BIDS

Date: -01-2025.

This Invitation to Bids follows the Procurement Notice (PN) or Procurement Advertisement (PA) No. _____ for the subject Procurement which appeared in [Web / Newspaper] vide dated _____, 2024. The Procuring Agency has reserved the funds for the procurement planned during the financial year [2024-25]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Procurement of Spare Parts for 15 Nos. AGE-30 Class of D.E. Locomotives under PSDP Project Demand. The [Chief Controller of Purchase] now invites sealed bids from eligible Suppliers of Procurement of Spare Parts for 15 Nos. AGE-30 Class of D.E. Locomotives. The bidding shall be conducted in line with the [Single Stage Two Envelope] procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.

1. Bid security of specified value in accordance with PPRA Rule No. 25 shall be called for procurements on FOR (DAP) basis as per the ongoing practice where in Bid security is demanded from the bidders as a fixed value which is 1% of the estimated value of the item.
2. Bid Securing Declaration as per National Standard Bidding Documents approved format may be called from the bidders on Stamp Paper against the tender floated on FOB basis at the discretion of procuring agency with a view to enhance international competition and to ensure participation of the OEM.

Provided that:

1. There shall be no exemption regarding Security deposit against any Purchase Order. All Bidders quoting on FOB as well as DAP (FOR) basis will be required to deposit 5% Security Money / Performance Guarantee against every individual Purchase Order.
2. Firms, for certain items, will however furnish up to 10% Warranty Bond in addition to 5% Security Money/Performance Guarantee against the Purchase Order placed on them.

Note: Bid Security Declaration is applicable on FOB Tenders on PPRA NSBD format and submitted on Stamp Paper of Rs. 500 and attested by the Oath Commissioner.

**Project Director/Special Repair of 100 D.E. Locomotives (New),
Office Pakistan Railways, Moghalpura, Lahore.**

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 Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
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A. INTRODUCTION

1.	1.1	<p>Name of Procuring Agency: [Project Director/Special Repair of 100 D.E. Locomotives (New), Pakistan Railways, Moghalpura, Lahore].</p> <p>The subject of Procurement of Spare Parts for 15 Nos. AGE-30 class of D.E. Locomotives.</p> <p>FOR (Free on Rail) / } DCP/I/STPR/ LHR OR DAP (Delivery at Place) } DCP/I/Reti Line/KC.</p> <p>Period for delivery of goods: Commencement date for delivery of Goods: Immediately after signing the contract / On As and when required basis.</p>
2	2.1 & 2.2	<p>Financial year for the operations of the Procuring Agency: [2024-25]</p> <p>Name of Project [Special Repair of 100 Nos. D.E. Locomotives (New)]</p> <p>Name of financing institution: [Ministry of Railways]</p> <p>Name and identification number of the Contract: Advertised Tender No. 22/SR-100/New/2024 for Procurement of Spare Parts for AGE-30 Class of D.E. Locomotives.</p>
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: [as per PPRA guidelines].
4.	3.5	In case of any foreign supplier / manufacturer participating in the bid, it should be incorporated / registered in its country of origin.
5.	4.1	In eligible country(s) is or are [as per Section-IV].
6.	4.6	Demonstration of authorization by manufacturer: [Required].

B. BIDDING DOCUMENTS

7.	7.2	The number of documents to be completed and returned is one original set of Tender documents and all supporting and requisite documents attached.
8.	8.1	The address for clarification of Bidding Documents is: [Project Director/Special Repair of 100 D.E. Locomotives (New), Pakistan Railways, Moghalpura, Lahore].
	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)	Detail of sample(s) to be submitted with the Bid is / are: NOT APPLICABLE.
11.	11.2(b)	Characteristics must be as per specifications. Must fulfill Pakistan Railways requirements in all aspects.
12.	11.1(h)	In addition to the documents stated in ITB 11, the following documents must be included with the Bid [CNIC, GST, NTN Registration Certificate, ATL Certificate, Authorization Letter, L/P Status (if required)].
13.	12.3(c)	Other procurement specific documentation requirements are: [as specified in Sample Purchase Order and / or L/C request].
14.	12.4	Spare parts required for [As per Section-V].
15.	13.3(b)	<p>The qualification criteria required from Bidders in ITB. 13.3(b) is modified as follows: [list criteria].</p> <p>The Bidder is required to include with its Bid, documentation from the manufacturer of the goods, that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid. NOT APPLICABLE.</p>

16.	15.6 15.7 (a) (iii), (iv) (optional)	For goods manufactured from within Pakistan the price quoted shall be as per BDS.
17.	15.7 (a) (i) &15.6(b)(i) (ii), (iii) (optional) (iv), (v) (optional)	For goods offered from abroad the price quoted shall be: NOT APPLICABLE.
	15.9	The price shall be fixed.
18.	16.1 (a)	For goods and related services originating in Pakistan the currency of the Bid shall be Pakistani Rupees; For goods and related services originating outside Pakistan, the Bidder shall express its Bid in Pakistani Rupees when delivered on FOR (DAP) basis.
19.	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency (PKR) specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
20.	17.1	The Bid Validity period shall be [90] days.
21.	18.1	The amount of Bid Security shall be (fixed amount as shown against each item as per PPRA Rule-25). The currency of the Bid Security shall be: PKR. OR Bid Securing Declaration is applicable on FOB Tenders, as per PPRA NSBD format and submitted on Stamp Paper of Rs. 500 and attested by the Oath Commissioner. [as per Pakistan Railways Conditions].
22.	18.3	The Bid Security shall be in the form of Pay Order, Call Deposit Receipt, Bank Guarantee, Banker's Cheque and Demand Draft from a schedule bank of Pakistan.
23.	18.3 (c)	Other forms of security are: [NOT APPLICABLE].
24.	19.1	Alternative Bids to the requirements of the Bidding Documents NOT permitted.
25.	21.1	The number of copies of the Bid to be completed and returned shall be [One complete set in original].
26.	21.2	Written confirmation of Authorization is: [APPLICABLE].

D. SUBMISSION OF BIDS

27.	22.2 (a)	Bid shall be submitted [In the Tender Box, Office of District Controller of Purchase, Pakistan Railways, Headquarters Office, Lahore.] Street address: [Abdul Hameed Bin Badees Road] Building/Plot No. [Railway Headquarters] City/Town: [Lahore]
28.	22.2(b)	Title of the subject Procurement or Project Name: ITB title and No: Advertised Tender No: 22/SR-100/New/2024 for Procurement of Spare Parts for 15 Nos. AGE-30 Class of D.E. Locomotives Time and date for submission: 11:00 Hrs on 27-01-2025.
29.	23.1	Closing Date for Bid submission is Day: Monday Date: 27-01-2025 Time: 11:00 Hrs.

E. OPENING AND EVALUATION OF BIDS

30.	26.1	<p>The Bid opening shall take place at: [Visitor's Room of Chief Controller of Purchase, Pakistan Railways]</p> <p>Street address: [Abdul Hameed Bin Badees Road]</p> <p>Building/Plot No.: [Pakistan Railways, Headquarters Office]</p> <p>Floor/Room No.: [Visitor's Room]</p> <p>City/Town:[Lahore]</p> <p>Country: [Pakistan]</p> <p>Day: Monday</p> <p>Date: 27-01-2025</p> <p>Time: 11:30 Hrs.</p>
31.	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: [Pakistani Rupee]
32.	35	<p>Evaluation Techniques</p> <p>Least Cost Based Selection (LCBS)</p> <p>After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications / requirements and / or requisite equality threshold [as indicated in specification Section-V & SCC], and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.</p>
		<u>PAKISTAN RAILWAY'S SPECIAL REQUIREMENTS / CONDITIONS OF TENDER</u>
	i.	I / We Tender and accept and abide by Public Procurement Rules-2004 (As amended to date) copy of which is in my possession.
	ii.	I / We further accept and abide by Pakistan Railways Standard Directions to Tenderers for sales to the Railways and Pakistan Railways Standard Conditions of Contract (A-3-90) (Current Edition), copies of which are in my / our possession. However, any condition / direction contained therein, lying in conflict with PPR-2004 shall have no effect to the extent it is in conflict and Public Procurement Rules shall prevail. (iii) We have read and understood general as well as special conditions of this tender and hereby undertake to abide by them fully unconditionally.
	iii.	I / We further understand that it is not open to me / us to withdraw or modify the offer made by me / us after opening of the tender and before the expiry of the tender validity period, as indicated by me / us against clause (ix) below, exception to the later being only those modifications which are acceptable to the Railways.
	iv.	I / We further agree to comply with all orders placed on me / us by the Pakistan Railways after written notice of acceptance of my / our tender has been posted to me/us and the order so placed shall be governed by all the term and conditions of the contract.
	v.	Any amount recoverable from me / us in addition to the standing security deposited already with the Pakistan Railways may be deducted from any amount lying at my/our credit, or the same will be remitted by me / us I cash on demand.
	vi.	I / We accept to abide by all the Tender conditions enclosed with this Tender.
	vii.	The quotation hold good for 90 days (at least) after the due date of Tender opening, I / We further agree that an acceptance issued by letter, fax or messenger within this validity period shall be binding on me/us regardless of the date of its actual receipt by me / us.
	viii.	The bid security (earnest money) shall be forfeited in the event of withdrawal of the bid / quotation by the bidder within the validity once submitted or for submitting false or incorrect of misleading information or refuse to acceptance letter or purchase order or in case a successful bidder fails to provide the performance security / standing security or fails to return signed copy of agreement / contract / purchase order within the period specified.
	ix.	<p><u>CERTIFICATE REGARDING CONFIRMATION OF PAKISTAN RAILWAYS SPECIFICATIONS / REQUIREMENTS</u></p> <p>I / We hereby confirm that we have read the specifications / requirements / description of the goods / service floated / mentioned in this Tender and after having understood them fully, undertake as under:</p> <p>To supply goods / services exactly as per Railways Specifications / Requirements / Description of this Tender.</p> <p>That goods will be brand new.</p>
	x.	The successful bidders will have to deposit the security money @5% of the total value of the contract within 14 days from the date of issue of acceptance.

	xi.	Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder. <u>Unilateral discount in prices offered voluntarily by lowest bidder</u> ; rebates or negotiations in price are not allowed under Rule 40 of Public Procurement Rules -2004.
	xii.	<u>SPECIFICATIONS</u> i) Goods / Services offered shall be brand new and hundred percent (100%) according to the specifications / description / requirements of Pakistan Railways. Bidder shall therefore take full care while quoting against an item and must have understood Railway's Specifications / Requirements given in the description before submitting bid. ii) In accordance with PPRA Rules-10, specification shall govern the supply of goods/services therefore no sample shall be called / accepted for evaluation of the bid. However in the case of paper and cloth items etc. bidder can examine stock / standard sample to understand / comprehend Railways requirement in respect of feel, finish & shade only before submitting bid. Bidders desirous to see /examine sample shall contact Senior Scale Officers of Store Depot / Consuming Branch in this regard. Senior Scale Officers of Purchase Branch shall coordinate. iii) The firms are allowed to quote only LP approved local items in their favour for FOR and regular approved firms for FOB are allowed to participate. Without such approval the offers will liable to be ignored.
	xiii.	<u>BID VALIDITY (For certain items, if required)</u> Bidders may note that only one rate and one place of delivery should be quoted against an item in the tender with a validity period of not less than Ninety (90) days , with the exception of non-ferrous metals where the validity less than Ninety (90) days , may also be quoted by the bidders. In case of non observance of any of these provisions, offer will be ignored straightway without making any back reference. In case of nonferrous metals and peculiar items, having volatile rates minimum bid validity may also be acceptable.
	xiv.	<u>DELIVERY PERIOD / SCHEDULE</u> FOB: Bidders are required to quote DELIVERY PERIOD* : As early as possible but not more than six (06) months , failing which the offer may be rejected. *Unless otherwise required vide Special Terms and Conditions. FOR: Bidders are required to quote DELIVERY PERIOD* : As early as possible but not more than four (04) months , failing which the offer will be rejected straightway. *Unless otherwise required vide Special Terms and Conditions. In case of nonferrous metals and peculiar items, having volatile rates minimum bid validity may also be acceptable.
	xv.	Original Proforma Invoice of the Manufacturer / Principal must accompany with the Financial Proposal, showing the full breakup indicating FOB value, sea freight as well as commission to be paid in Pak currency separately (FOB basis only).
	xvi.	Copy of Original Proforma Invoice of the Manufacturer and Principal must accompany with the Technical proposal, rates / cost should not be indicated / revealed so to ensure the secrecy of bid (FOB Basis only).
	xvii.	Bidders are requested to strictly abide by the delivery period mentioned in the Purchase Order as this form the essence of the contract. If the firm fails to supply the material by stipulated date, terms and conditions of the contract (under which all rights are reserved) will be enforced without any correspondence and without prejudice.
	xviii.	Bids with alternate offer against an item shall be ignored / rejected straightway.
	xix.	Bidders will certify that cost of the goods / services given in the offer is realistic, calculated and based on current market price, failing which the offer will be ignored. Fair price certificate shall be required, where response to a Tender Enquiry will be poor or a single offer will be received or rate received will otherwise consider to be on the higher side the Fair Price Certificate (as per specimen at Page-28) shall be demanded from the bidder to ensure the reasonableness of the quoted price.
	xx.	The FOR rates are to be quoted free delivery Storespura or P.R. Stores Depot, Karachi Cantt inclusive of Government Tax and Duties and also other charges. The rates quoted shall be firm and final and not subject to any variation whatsoever. In case of any increase / decrease in Government Taxes / Duties, no increase / decrease in rates shall be permissible. Clause-22 (a) of P.R.S Conditions of Contract (No.A-3-90) shall become applicable only if complete breakup of the rate quoted is called for and accepted by the Railways (FOR Basis only).
	xxi.	<u>INSPECTION OF MATERIAL:</u> Inspection of the material will be carried out by District Controller of Purchase (Inspection), Pakistan Railways, Moghalpura or District Controller of Purchase (Inspection), Pakistan Railways, Reti Line, Karachi Cantt. The material will have to be delivered by the supplier with his own arrangements and expenses (FOR basis only).

	xxii.	The foreign suppliers must submit a certificate along with their quotations to the effect that the rates quoted by them are not in any way higher than normal export prices on worldwide basis (FOB basis only).
	xxiii.	<p><i>i.</i> The bidders are informed that offers would be compared on CFR basis, but the Purchase Orders shall be placed on FOB basis, with restriction to ship material through vessels owned or chartered by PNSC only on “Freight to Pay Basis” which would be paid by DCOS/Shipping Karachi in Pakistan currency on arrival of vessel at Karachi Port. The firm shall submit PNSC Certificate regarding Sea Freight and PIA Certificate in case of Air Freight for Railway material, failing which Pakistan Railways will be at liberty to evaluate and compare the bid(s) as per practice in vogue.</p> <p><i>ii.</i> In case, the actual freight charged by PNSC is excess than PNSC Certificate submitted by bidder along with his bid, the excess freight / additional freight will be paid by / recovered from Supplier / Local Agent.</p>
	xxiv.	<p>The bidders must supply / furnish the following documents / information along with technical proposal (FOB basis only).</p> <p><i>i.</i> PNSC’s Freight Certificate for Railway material.</p> <p><i>ii.</i> Authority letter (in original) from the Principal in favour of the bidder / local agent to quote against this Tender.</p> <p><i>iii.</i> Proforma Invoice (in original) from the manufacturer / Principal.</p> <p><i>iv.</i> Warranty Certificate (in original) from the manufacturer.</p> <p><i>v.</i> Authority Letter (in original) from the manufacturer in favour of the Principal to quote against this Tender.</p> <p><i>vi.</i> Warranty Certificate (in terms of performance warranty indicated in the specification, if any) (in original) from the manufacturer.</p> <p><i>vii.</i> Port and Date of shipment.</p> <p><i>viii.</i> Weight, Volume and dimensions and other details of the consignment / shipment.</p>
	xxv.	The supplier should state a single definite port of shipment (FOB basis only).
	xxvi.	Contractors are required to offer rates inclusive of all taxes / charges.
	xxvii.	Contractors are required to quote for full tender quantity. Quantity variation by the contractors will make the offer liable to be ignored. However quantity variation on account of standard packing shall be permissible.
	xxviii.	<p><u>INTEGRITY PACT</u></p> <p>Procurements exceeding Rs.10.000 Million shall be subject to integrity pact (as per specimen at Page-26), which must be duly signed by the supplier while submitting quotation.</p>
	xxix.	If it is a gazetted holiday on any of the fixed opening dates, the next working day will be considered an opening date.
	xxx.	<p><u>PRICE PREFERENCE FOR DOMESTICALLY MANUFACTURED GOODS.</u></p> <p>Price preference in Pak Rupees will be accorded to the bidders tendering for engineering goods produced in Pakistan as per PPRA Rule No. 24 and MOR Letter No. 53-8/2014-S, Dated: 26-01-2017 provided that:-</p> <p><i>a)</i> The saving in foreign exchange is not less than the amount of price preference and it is ensured that in each case of price preference, the total import requirements for producing the supplied tendered for locally manufactured item has been duly indicated by the bidders with complete price breakup.</p>
	xxxi.	In pursuance of Rule-19 of PPRA-2004, it is brought to the notice of bidders that “while finalizing the tender cases or after placement of purchase orders what so ever situation is warranted, in case of default by firms, Pakistan Railways reserve the rights to forfeit the bid security / security money / standing security / any outstanding amount even of their sister concern firm (if any) and the firm as well as their sister concern firm (if required) may also be debarred for doing business or black listed as per PPRA Rule No. 2 & 19”.
	xxxii.	I have, read, understood and undertake to abide the contents of the clause that: “Firm(s) who if entered into litigation during the course of finalization of tender to spoil such process then their bid security will be forfeited. Furthermore, if any firm enters into litigation after placement of Purchase Order in any regard, the amount deposited available at that stage shall be forfeited and purchase order cancelled. Such firm(s) thereafter, will have no right to prefer an appeal to any forum or court of law, breaching to it shall render him to be debarred from participation in future Tender(s) of any item(s)”.

		<u>PACKING MATERIALS</u>		
		<u>FOB:</u>		
	xxiv.	<p><i>i.</i> All packing cases, containers and other similar material unless otherwise agreed shall be supplied by the seller free of charge and will not be returned. Every package / packing shall be clearly marked with seller's name, consignee's name and address and gross weight and shall contain a packing note showing its content in detail. The seller will be held responsible for the stores being sufficiently and properly packed so as to ensure their safe arrival at destination.</p> <p><i>ii.</i> Suppliers are required to ensure adequate packing of the material / shipment strictly in accordance with the packing list / invoices, failing which they will be responsible for the consequential extra duties and charges on that account. The protection against attack by sea water and also to withstand rough handling during sea or rail road transit is to be ensured by the seller through adequate packing of the material / shipment.</p> <p><i>iii.</i> The Tenderers should give complete information such as total FOB value, weight and measurement of the packages for freight assessment to the PNSC Karachi (FOB basis only).</p>		
		<u>FOR:</u>		
		Packing of the material must comply with international standards and practices.		
	2.	All the bids shall be evaluated as per following criteria in line with Rule 23(2) of the Public Procurement Rues 2004.		
		Criteria for technical evaluation shall be technical suitability / acceptability of the bid. It shall be based on reliability and durability of the offered item, performance record of the previous supply, approval of the Chief Mechanical Engineer/Loco (pre-qualification) after successful test & trial. Any supplier / firm claiming to be equivalent will have to provide proof for the same in terms of certificates and performance reports etc.		
	i.			
	ii.	Offer by firm other than OEM, or not approved by OEM, or not prequalified / approved by Chief Mechanical Engineer/Loco, P.R. Headquarters, Lahore for item, after successful test & trial may lead to disqualification of bid.		
	iii.	Purchase Order / Contract will be awarded to the most advantageous bidder.		
	3.	Check list for Bid evaluation (FOB basis)		
		Criterion	YES/NO	Remarks
	i.	Has the bidder attached / enclosed bid security valuing Rs. (Correct in all respects as per para-7) as stipulated in this Tender? (along with Technical Proposal for un-registered firms only).		
	ii.	Has the bidder confirmed Railway Specifications / Requirements / Descriptions as stipulated in this Tender?		
	iii.	Is the bid validity according to the Tender clause i.e., Ninety (90) days from the date of opening of Tender? (i.e. from the date of opening of technical proposal).		
	iv.	Has the bidder confirmed delivery period /schedule as stipulated in this Tender?		
	v.	Has the bidder confirmed single place of delivery as stipulated in this Tender?		
	vi.	Is the offer un-conditional?		
	vii.	Is the bid computer / Machine typed and free from overwriting, erasing and correction?		
	viii.	Has the bidder furnished (with Technical Proposal) PNSC's Freight Certificate for Railway Material?		
	ix.	Has the bidder indicated (with the Technical Proposal) weight, volume and dimensions of the consignment?		
	x.	Has the bidder attached (with the Technical Proposal) Proforma Invoice (in original) of their "Manufactures" / "Principal"? Rate / Cost should not be indicated / revealed in copy of Proforma Invoice attached / enclosed with Technical Proposal.		

	xi.	Has the bidder attached (with Financial Proposal) Proforma Invoice (in original) of their “Manufacturers” / “Principal”?		
	xii.	Has the bidder attached (with Technical Proposal) Authority (in original) from their Principal in favour of the bidder to quote against this Tender?		
	xiii.	Has the bidder attached (with Technical Proposal) Warranty Certificate (in original) from the manufacturer?		
	xiv.	Has the bidder submitted (with Technical Proposal) Authority Letter from the Manufacturer in favour of the Principal to quote against this Tender?		
	xv.	Has the bidder submitted (with Technical Proposal) Warranty Certificate (in terms of Performance Warranty indicated in the specifications) (in original)?		
	xvi.	Has the bidder quoted for full Tendered quantity?		
	xvii.	Has the bidder submitted the Tender bid in original along with receipt issued by HC / EC?		
	xviii.	Has the bidder indicated the Sale Tax Registration Number and National Tax Number?		
	xix.	Is the bidder on Active Tax Payer List (ATL) of FBR?		
	xx.	Has the bidder numbered all the documents including the bid technical literature, drawings, or any documents, with a reference in the signed Index placed on the top of bid?		
	xxi.	Is every page of the bid including bidding documents is signed and stamped?		
	xxii.	Does the bid contain completed bidding documents (prescribed) i.e. having all the pages of prescribed / duly approved bidding documents and which are duly filled, signed and stamped (N.B:- Literature, Annexure, Letters etc., attached with the prescribed documents must be duly stamped and signed by the bidder(s).		
	NOTE	I / We hereby confirmed that we have read and understood fully the Evaluation Criteria in this tender.		
	3.	Check list for Bid evaluation (DAP / FOR basis)		
		Criterion	YES/NO	Remarks
	i.	Has the bidder attached bid security of bid value with the “Technical Proposal” valuing Rs. _____ (correct in all respects) as stipulated in this Tender?		
	ii.	Has the bidder confirmed Railway Specifications / Requirements / Descriptions as stipulated in this Tender?		
	iii.	Is the bid validity according to the Tender clause-4 of General Terms and Conditions i.e. Ninety (90) days from the date of opening of Tender? (i.e. from the date of opening of technical proposal)?		
	iv.	Has the bidder confirmed delivery period / schedule and delivery terms as stipulated in this Tender?		
	v.	Has the bidder confirmed single place of delivery as stipulated in this Tender?		
	vi.	Is the offer un-conditional?		

	vii.	Has the bidder indicated its Sales Tax Registration Number and National Tax Number?		
	viii.	Is the bidder on Active Tax Payer List (ATL) of FBR?		
	ix.	Has the bidder submitted the Tender documents in original along with receipt issued by HC / EC?		
	x.	Is the bid Computer / Machine typed and free from overwriting, erasing and correction?		
	xi.	Has the bidder numbered all the documents including the bid, technical literature, drawings, or any other documents, with a reference in the signed Index placed on the top of bid?		
	xii.	Is every Page of the bid including bidding documents is signed and stamped by the bidder?		
	xiii.	Has the bidder quoted for full Tendered quantity?		
	xiv.	Does the bid contain complete bidding documents (prescribed) i.e. having all the pages of prescribed / duly approved bidding documents and which are duly filled, signed and stamped (N.B:- Literature, Annexure, Letters etc., attached with the prescribed document must be duly stamped and signed by the bidder(s).		
	NOTE	I / We hereby confirmed that we have read and understood fully the Evaluation Criteria in this Tender.		
33.	33.4(h)	Other specific criteria are [as per SCC condition if specified].		
		For FOR (DAP) basis DCP(I)/STPR/MGPR OR DCP(I)/KC.		
34.	33.5 (a)	Bidder shall furnish: [NOT APPLICABLE].		
		Estimated dimensions and shipping weight of each package: [NOT APPLICABLE].		
35.	33.5(b)	Delivery schedule: [Immediate after placement of order and on the basis of as and when required fully meet the demand of Pakistan Railways].		
36.	33.5(c) (ii)	Deviation in payment schedule: [NOT APPLICABLE].		
		Annual interest rate: [Zero percent].		
37.	33.5(d)	Cost of spare parts: [NOT APPLICABLE].		
38.	33.5(e)	Spare parts and after sales service facilities in Pakistan: [NOT APPLICABLE].		
39.	33.5 (f)	Operating and maintenance costs: [NOT APPLICABLE].		
40.	33.5 (g)	Performance and productivity of equipment: As per consumer report and lab report (if required).		
41.	33.5(h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. [If specified in SCC].		
42.	33.6	In case of 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 [NOT APPLICABLE].		
43.	34.1	a) Domestic preference to apply as per Federal Government Policy.		

F. AWARD OF CONTRACT

44.	40.1	Percentage for quantity increase or decrease is [up to 25 %].
45.	43.1	The Performance Security (or guarantee) shall be 5 %
46.	43.2	The Performance Security (or guarantee) shall be in the form of: Pay Order, Demand Draft, CDR, B.G Bond and Banker's Cheque.
47.	44.1	The Advance Payment if essential shall be limited to [NOT APPLICABLE].
48.	44.2	Maximum amount of Advance payment shall be [NOT APPLICABLE].
49.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. REVIEW OF PROCUREMENT DECISIONS

50.	49.1	Name of Procuring Agency: [Project Director/Special Repair of 100 D.E. Locomotives (New), Pakistan Railways, Moghalpura, Lahore].
		The Address of PPRA to submit a copy of Grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1stFloor, G-5/2, Islamabad, Pakistan. Tel:+92-51-9202254

SECTION V: Schedule of Requirements

Item No.	Description of Goods / Service	CAT No.	Stock Code No.	DRP No.	Ref No.	Qty. Req.	Unit	Delivery Terms	Delivery Period / Schedule	Tentative Bid Security (Rs.)	Performance Bond	Country of Origin	Brand and Manufacturer Name Note: Brand offered must conform to the Specification / Particulars given in Column-3
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Axle Box Housing for Right & Left Side	3EGK405823	1,33,Spl	PB-73017-001A	1	80	Each		04 Months on FOR Basis	73,040/-			
2	Front Cover for Earth Contact	3EGK405817	1,33,Spl	PB-73017-001A	2	30	Each			29,040/-			
3	Front Cover for Earth Contact (Impulse)	3EGK405822	1,33,Spl	PB-73017-001A	9	30	Each			27,390/-			
4	Axle Box Case	3EGK405811	1,33,Spl	PB-73017-001A	5	80	Each			523,600/-			
5	Cover Plate	3EGK405816	1,33,Spl	PB 73017-001A	10	12	Each			1,755/-			
6	Clasp Brake Arrangement	4x0215 3EGK200723 II36438/Z	1,33,12720	PB 30020-004/P-6 130A0/00/039	39	144	Each			167,270/-			
7	Thread Pin M24x312 C45GEH	4x0200 3EGK471130A0114	1,33,12540	PB 30020-004	14	360	Each			39,204/-			
8	Thread Pin M36x242 C45GEH	4x0201 3EGK471130A0116	1,33,12560	PB 30020-004	16	180	Each			25,661/-			
9	Thread Pin M24x122 C45GEH	4x0202 3EGK471130A0118	1,33,12590	PB 30020-004	18	180	Each			3,267/-			
10	Backing Ring	3EGK405812	N/S	PB-73017-001A	6	120	Each			43,890/-			
11	Rear Cover	3EGK405813	N/S	PB-73017-001A	7	120	Each			33,792/-			
12	Battery Set (8 Crate) 8/8 DK 378 Diesel Engine Starting Battery Sets 64-Volts 29 Plated 426-A.H at 08 Hours rate of Discharge Assembled in 08 Nos. 4 Cell Mono Blocks Hard Rubber Crates (Container) Dimension of each Crate: Length = 720mm ± 10mm Width = 285mm ± 10mm Height = 450mm ± 10mm (including Terminals)	Exide 8DK378	1,32,24790	-	-	7 Sets	Per Set			140,288/-			

TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Procuring Agency without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate sub section. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or add end should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Procuring Agency's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specifics and cards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable (to complete an otherwise incomplete specification) they should always be followed by the words "or equivalent". Where appropriate, drawings, including site plans as required, may be furnished by the Procuring agency with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Procuring agency during contract execution.

Quality Determining Parameters.

As prescribed in ITB 35.2 and respective portion of Bid Data Sheet.

SECTION-VI: STANDARD FORMS

STANDARD FORMS FOR (Single Stage Two Envelope Procedure)

TABLE OF FORMS

Letter of Bid–Technical Proposal Letter of Bid-Financial Proposal Bidder	(Mandatory: Download, fill and submit with bid)
Information Form	(Mandatory: Download, fill and submit with bid)
Bidder’s JV Members Information Form	(Mandatory: Download, fill and submit with bid)
Schedule: Goods Manufactured Outside Pakistan, to be Imported	Given Bellow the Table at Page No.17
Form of Bid Security (Bid Bond) Form of Bid-Securing Declaration	(Mandatory: Download, fill and submit with bid)
Manufacturer Authorization	(Mandatory: Download, fill and submit with bid)
Copy of Purchase Order FOB/DAP (Sample)	(Download, fill and submit with bid)
Pakistan Railway Website (LINK: pakrail.gov.pk)	

PRICE SCHEDULE FORM

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirement.

PRICE SCHEDULE: GOODS MANUFACTURED OUTSIDE PAKISTAN, TO BE IMPORTED

Advertised Tender No. **22/SR-100/New/2024**

Opening Date: 27-01-20225

Date: _____
 (Group C Bids, goods to be imported) No.: _____
 Currencies in accordance with ITB 16 Alternative No.: _____
 Page No. ____ of ____

Line Item No.	Description of Goods	Country of Origin [insert country of origin of the Good]	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price APPLICABLE INCOTERM [insert place of destination] In accordance with ITB 15.8 [insert unit price CIP per unit] FOR	Price per line item including APPLICABLE INCOTERM [insert total CIP (Col.5x6) price per line item] FOR	Price per line item for inland transportation and other services required in the Pakistan to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col.7+8)
1	2	3	4	5	6	7	8	9
1	Axle Box Housing for Right & Left Side		04 Months	80 Each				
2	Front Cover for Earth Contact		04 Months	30 Each				
3	Front Cover for Earth Contact (Impulse)		04 Months	30 Each				
4	Axle Box Case		04 Months	80 Each				
5	Cover Plate		04 Months	12 Each				
6	Clasp Brake Arrangement		04 Months	144 Each				
7	Thread Pin M24x312 C45GEH		04 Months	360 Each				
8	Thread Pin M36x242 C45GEH		04 Months	180 Each				
9	Thread Pin M24x122 C45GEH		04 Months	180 Each				
10	Backing Ring		04 Months	120 Each				
11	Rear Cover		04 Months	120 Each				
12	Battery Set (8 Crate) 8/8 DK 378 Diesel Engine Starting Battery Sets 64-Volts 29 Plated 426-A.H at 08 Hours rate of Discharge Assembled in 08 Nos. 4 Cell Mono Blocks Hard Rubber Crates (Container) Dimension of each Crate: Length = 720mm ± 10mm Width = 285mm ± 10mm Height = 450mm ± 10mm (including Terminals)		04 Months	7 Sets				

Name _____ /Signature _____ Stamp _____]

SECTION-VIII: SPECIAL CONDITIONS OF THE 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 Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC1)		
1.	1.1	The Procuring Agency is: [Project Director/Special Repair of 100 D.E. Locomotives (New), Pakistan Railways, Moghalpura, Lahore].
2.	1.1(j)	The Supplier is: [Name and Address]
3.	1.1(q)	The title of the subject procurement or The Project is Advertised Tender No. 22/SR-100/New/2024 for Procurement of Spare Parts for 15 Nos. AGE-30 Class of D.E. Locomotives.
Governing Language (GCC4)		
4.	4.1	The Governing Language shall be: [English].
Applicable Law(GCC5)		
5.	5.1	The Applicable Law shall be: Laws of the [Governing Laws of Federal Government].
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is: [as per quoted offer].
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: [5% of the Contract Price].
8.	10.4	After delivery and acceptance of the Goods, 100 percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.
Inspections and Tests(GCC 11)		
9.	11.1	<p>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.</p> <p>In case the prior inspection is relaxed, the supplier shall provide complete Mill test report / conformity certificate from manufacturer (MSDS report in case of chemicals).</p> <p>The supplier shall submit the inspection certificate issued by him which should be attached with the certificate(s) of the manufacturer(s) to Pakistan Railways in order to ensure that the goods are manufactured in compliance with the contract.</p>

	11.2	<p>DAP</p> <p>Inspection by DCP/Inspection/(MGPR) OR DCP/Inspection/KC</p> <p>Unless otherwise specified in the Purchase Order irrespective of any clause in the specification mentioned therein, inspection will be carried out by the authorized Railway Inspector on the receipt of material in P.R. Inspector Shed.</p> <p>To be carried out by the District Controller of Purchase (Inspection), Pakistan Railways, Storepura.</p> <p>All ways and means will be used for inspection of the material to certify that the material is:</p> <p>In conformity with the specifications / standards / drawings mentioned in the Purchase Order / contract</p> <p>Brand New</p> <p>As per brand mentioned in Purchase Order / contract for which import documents / manufacturer's certificate / factory gate pass of the OEM may be demanded by the inspecting officer if necessary.</p> <p>As per country of origin mentioned in the Purchase Order / contract.</p> <p>All Lab Tests to ensure that the material is as per schedule of requirement and technical specifications of Section (V) including physical and chemical properties of material as per standard. (If applicable)</p> <p>Material will be inspected on receipt in inspection shed (MGPR) (if not specially mentioned otherwise). Physical and practical performance testing will be carried out by subjecting material to practical performance tests (where applicable). For other chemical and physical properties, the material from supply will be tested in Pakistan Railways Laboratory.</p> <p>In case of inspection at firm's premises all incidental charges will be on firm's part.</p> <p>In case of rejections, test charges will be borne by supplier.</p>
Packing (GCC Clause12)		
10.	12.2	<p>The following SCC shall supplement GCC Clause 12.2:</p> <p>(DAP)</p> <p>Packing of the material must comply with international standards and practices. Any further packing requirement in accordance with standard export packing specified by the Pakistan Railways in the Technical Specification.</p>
Delivery and Documents (GCC Clause13)		
11.	13.1	
12.	13.3	<p>For Goods from within Pakistan:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:</p> <ol style="list-style-type: none"> i. One original plus four copies of the Supplier's invoices having Good's description, quantity, unit price, and total amount; ii. Delivery note, railway receipt, or truck receipt; 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. <p>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.</p> <p>As per Purchase Order existing</p>
Insurance(GCC Clause14)		
13.	14.1	Not Applicable.
Related Services (GCC Clause 16)		
14.	16.1	Related services to be provided are not applicable.
Spare Parts (GCC Clause 17)		
15.	17.1	Additional spare parts requirements are as per sectors.

Warranty Certificate (GCC Clause 18)		
16.	18.2	Contract No. _____ Dated _____ The seller warrants that the stores will be in accordance with the particulars mentioned in the purchase order. The Seller warrants that the stores will be brand new and free from defects in material and workmanship. The Seller's obligation under the warranties expressed in Sub-paragraphs (i) & (ii) above shall be limited to replacement FOR Karachi Cantt free of cost stores which at the time of receipt by the consignee or under normal use and maintenance prove defective in material / workmanship or fail to comply with the required performance in the normal course of service. The warranty shall be valid for a period of 24 Months (FOB basis) and 18 months (DAP basis) from the date of receipt of material as special terms and conditions. The Purchaser would be entitled to retain entire security deposit against the Purchase Order till expiry of warranty period. This warranty shall be in addition to the normal inspection.
17	18. & 18.5	The period for correction for defects in the warranty period is for FOB within 04 Months for DAP and 02 months after accept of claim.
Payment (GCC Clause 19) Once		
18	19.1	The method and conditions of payment to be Supplier under this Contract shall be as follows:
	19.1.1	<p><u>Payment for DAP</u> 100% payment will be made to the seller in Pak Rupees by the Senior Accounts Officer Project M&S, Pakistan Railways, Mughalpura, Lahore on presentation of bill accompanied with Material Receipt Note to be issued by the District Controller of Purchase (Inspection), Pakistan Railways Storespura after the material has been received, inspected and accepted by him. (As per PR Specification).</p> <p><u>Payment of taxes</u> No payment should be allowed to any contractors engaged in supply of goods or services without production of clearance certificate from Excise and Taxation Department (Professional Tax Branch). Sale of goods against this purchase order shall be subject to the production of proof of payment of duty and taxes by the seller. No payment shall be admissible unless and until the paid proof is provided. Payment shall be made on presentation of Sale Tax Registration No. as well as proof of payment of sale tax to the Sale Tax Department. (As per applicable by Federal Government).</p> <p><u>Note:-</u> <i>a)</i> The payment to the registered suppliers is linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL, his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.</p>
19.	19.2	0% interest will be applicable on late payment.
Prices (GCC Clause 20)		
20.	20.1	Not Applicable.
Liquidated Damages (GCC Clause 26)		
21.	25.1	Applicable rate 0.5% per week.

Procedure for Dispute Resolution (GCC Clause 32)		
22.	32.3	<p>Dispute Resolution</p> <p><u>For Contracts to entered with foreign Contractor/Service Provider:</u> 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.</p> <p><u>For Contracts to be entered with nationals of Pakistan:</u> 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 without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract—whether during developing phase or after their completion and whether before or after the termination, abandonment to breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 07 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <p>At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>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.</p> <p>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.</p> <p>Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>Not with standing any reference to the arbitration herein, the parties shall continue to perform the irrespective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
Notices (GCC Clause 35)		
23.	35.1	<p>—Procuring Agency’s address for notice purposes: Chief Controller of Purchase, Pakistan Railways Headquarter Office Abdul Hameed Bin Badees Road, Lahore.</p>

FORM OF CONTRACT

THIS AGREEMENT made the ____day of 20____between [Office of Project Director/Special Repair of 100 Nos. D.E. Locomotives (New), Pakistan Railways, Moghalpura, Lahore (herein after called “the Procuring Agency”)] of the one part and [name of supplier] of [city and country of Supplier] (herein after 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] (herein after called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

In this Contract words and expressions shall have the same meanings as are respectively assigned to the min the Conditions of Contract referred to.

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 precedencash all be the order in which the Contract Documents are listed below:-

This form of Contract;

The Form of Bid and the Price Schedule submitted by the Bidder;

The Schedule of Requirements;

The Technical Specifications;

The Special Conditions of Contract;

The General Conditions of the Contract;

The Procuring Agency’s Letter of Acceptance; and

[Add here: any other documents]

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 there in inconformity in all respects with the provisions of the Contract.

The Procuring Agency hereby covenants to pay the Supplier inconsideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may be come payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS where of the parties here to 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____(for the Procuring Agency)

Witness to the signatures of the Procuring Agency:.....

Signed, sealed, delivered by__the____(for the Procuring Agency)

Witness to the signatures of the Supplier:.....

PERFORMANCE SECURITY (OR GUARANTEE) FORM

To: [Chief Controller of Purchase, PR, HQ office, Lahore]

WHERE AS [name of Supplier] (here in after 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] (herein after 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 are put able bank for the sum specified there in 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 here by affirm that we are Guarantor sand responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

[Name of bank or financial institution]_____

[Address]_____

[Date]_____

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.000 MILLION OR MORE.

Contract: _____ **Number:** _____ **Contract:** _____ **Value:** _____ **Contract Title:** _____

Dated: _____

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

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

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

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

Not with standing any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kick back given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form GoP.

[Buyer]

[Seller/Supplier]

FORM	C.B
	<u>PPRA-2004</u>
	(FOR)
1	Name of Bidders
2	Postal Address
3	Office Address
4	Works /Factory Address
5	Telephone No.
6	Mobile No.
7.	Fax No.
8	E. Mail
9	Web Site
10	Name of Contact
11	Sales Tax Registration No.
12	National Tax Number
13	Amount of standing security deposited:
14	LP status (if applicable)
<u>NOTE:</u> Bidders must provide the above information	

WARRANTY CERTIFICATE

FAIR PRICE CERTIFICATE (On firms Letter Head)

Contract No. _____ Dated _____

- i) The seller warrants that the stores will be in accordance with the particulars mentioned in the purchase order.
- ii) The Seller warrants that the stores will be brand new and free from defects in material and workmanship.
- iii) The Seller's obligation under the warranties expressed in Sub-paragraphs (i) & (ii) above shall be limited to replacement FOR Karachi Cantt free of cost stores which at the time of receipt by the consignee or under normal use and maintenance prove defective in material / workmanship or fail to comply with the required performance in the normal course of service. The warranty shall be valid for a period of **24/15 Months** from the date of receipt of material or **18/12 Months** (for FOB & FOR respectively) from the placement in service of complete unit whichever is earlier.
- iv) The Purchaser would be entitled to retain entire security deposit against the Purchase Order till expiry of warranty period.
- v) This warranty shall be in addition to the normal inspection.

We M/s _____ hereby certify that prices quoted by us against Tender Enquiry No. _____ dated _____ are the lowest and most competitive as generally applicable to all other buyers and or sold through our agents as per prevailing international market as on the date of quote and break up of our quoted prices are as under for analysis purpose;

In case of Market Item	In case of Manufacturing Item	Remarks
Market Price	Raw Material Cost	In case same item supplied to other Government Departments, then reference of same for comparison. OR Price is according to list issued by Government Controlled Regulatory Authority like OGRA, Pakistan Steel Mills Karachi etc.
Taxes	Production Cost	
Transportation/Packing	Transportation/Packing	
Misc Charges (detail)	Misc Charges (detail)	
Profit margin	Profit margin	
Total Quoted Price	Total Quoted Price	

We certify that if it is established at any stage that our quoted prices were higher we shall be held responsible and agree to pay immediately the differential to Pakistan Railways.