

# **HYDERABAD ELECTRIC SUPPLY COMPANY**



## **NATIONAL COMPETITIVE BIDDING DOCUMENTS**

**TENDER NO. 1954/26**

**FOR THE SUPPLY OF**

**Stay Rod (Elbow & Thimble)  
Complete with accessories**

Manager (Material Management)  
Room No. 237 WAPDA Offices Complex, Hussainabad,  
Hyderabad

## SECTION I

### Invitation to e-Bid

1. This Invitation to e-Bid follows Tender No.1954/26 for the Procurement of **10,800 Nos. Stay Rod (Elbow & Thimble) Complete with accessories as per NTDC Specification No. DDS-29:2008 (amended to date).**
2. HESCO has reserved the funds (Own resources & Consumer Finance) for the procurement planned during the financial year 2025-26. It is intended that part of the proceeds of the fund will be used to cover eligible payments under the contract for the procurement of **10,800 Nos. Stay Rod (Elbow & Thimble)**
3. The invitation to e-bid is open for all the registered bidders on EPADS at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)).
4. HESCO now invites sealed bids from all eligible Manufacturers of Stay Rod (Elbow & Thimble) Complete with accessories as per NTDC Specification No. DDS-29:2008 that are registered / prequalified in HESCO or DISCOs.
5. The bidding shall be conducted in line with the 36 (a) procedure of the Public Procurement Rules 2004 (amended to date).
6. All e-bids must be accompanied by a Bid Security issued by the scheduled bank of Pakistan equal to **PKR 700,000/-** the bidders shall upload scanned copy of Bid Security on EPADS and the original bid security must be submitted to Manager Material Management HESCO, Room No.237, 2nd Floor, Wapda Offices Complex, Hussainabad Hyderabad on or before the closing date & time i.e., **11<sup>th</sup> February, 2026 at 11:00 a.m.**
7. Duties and Taxes are to be applicable to Government of Pakistan (GoP), any increase/decrease in the existing tariff of duty/tax or any other tax if imposed by the GoP/Provincial Government, the same shall be adjusted by the Chief Finance Officer, HESCO on the presentation of verifiable documentary evidence.

**Note:** Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at [www.eprocure.gov.pk](http://www.eprocure.gov.pk) and on HESCO website [www.hesco.gov.pk](http://www.hesco.gov.pk)

**Manager Material Management HESCO**

## **SECTION II: INSTRUCTION TO BIDDERS (ITB)**

## A. INTRODUCTION

<b>1. Scope of Bid</b>	1.1	Hyderabad Electric Supply Company (The Procuring Agency) invites Bids for the provision of Goods as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements. The successful Bidder(s) will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS.
<b>2. Source of Funds</b>	2.1	Source of funds is referred to in Clause-2 of Invitation for Bids.
<b>3. Eligible Bidders</b>	3.1	<p>A Bidder may be a natural person, company or firm or public or semi-public 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 Contract's execution under the Contract's terms and conditions. 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 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 the contract.</p> <p>(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, per the guidelines issued by the PPRA).</p>
	3.2	The appointment of the Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to The Procuring Agency.
	3.3	A verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of the proposed contract to be performed by each party and each party shall be evaluated (or post-qualified if required) concerning only, and the responsibilities of each party shall not be substantially altered without the prior written approval of The Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective suppliers, 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.

	3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering except for 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.
	3.7	<p>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:</p> <ul style="list-style-type: none"> <li>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.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Bid; or</li> <li>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 the Bid of another Bidder, or influence the decisions of The Procuring Agency regarding this Bidding process; or</li> <li>f) Submit more than one Bid in this Bidding process.</li> </ul>
	3.8	<p>A Bidder may be ineligible if:</p> <ul style="list-style-type: none"> <li>(a) he is declared bankrupt or, in the case of a company or firm, insolvent;</li> <li>(b) payments in favour of the Bidder are suspended per the judgment of a court of law other than a judgment declaring bankruptcy and resulting (by the national laws) in the total or partial loss of the right to administer and dispose of its property;</li> <li>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, under the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the</li> </ul>

		<p>(d) right to administer and dispose of the property;</p> <p>(e) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(f) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, performance failure or breach of bid securing declaration.</p> <p>(g) the firm, supplier and contractor are blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	Bidders shall provide to The Procuring Agency evidence of their eligibility, and proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of The Procuring Agency, as The Procuring Agency shall reasonably request.
	3.11	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 more than ten (10) per cent of the Bid price is envisaged.
<b>4. Eligible Goods and Related Services</b>	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 section-4 titled "Eligible Countries".
	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 differ 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 the respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid.

<b>5. One Bid per Bidder</b>	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.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a joint venture member 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.
<b>6. Cost of Bidding</b>	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and The Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. BIDDING DOCUMENTS

<b>7. Contents of Bidding Documents</b>	7.1	<p>The goods required, bidding procedures, and contract terms and conditions are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <table> <tr><td>Section I</td><td>Invitation to Bids</td></tr> <tr><td>Section II</td><td>Instructions to Bidders (ITBs)</td></tr> <tr><td>Section III</td><td>Bid Data Sheet (BDS)</td></tr> <tr><td>Section IV</td><td>Eligible Countries</td></tr> <tr><td>Section V</td><td>Technical Specifications, Schedule of Requirements</td></tr> <tr><td>Section VI</td><td>Forms – Bid</td></tr> <tr><td>Section VII</td><td>General Conditions of Contract (GCC)</td></tr> <tr><td>Section VIII</td><td>Special Conditions of Contract (SCC)</td></tr> <tr><td>Section IX</td><td>Contract Forms</td></tr> </table>	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
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	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 addenda if they were not obtained directly from The Procuring Agency or the signed pdf version downloaded from the website.																		
	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.																		
<b>8. Clarification of Bidding Documents</b>	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 a record of the																		

		content of communication at The Procuring Agency's address indicated in the BDS.
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or electronic form to any request for clarification provided that such request is received not later than three (03) days before the deadline for the submission of Bids as prescribed in ITB 23.1. However, this clause shall not apply in the 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.  In the case of downloading the Bidding Documents from the website of The Procuring Agency, the response of all such queries will also be available on the same link available on the website.
	8.4	Should The Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9.
	8.5	If indicated <b>in the BDS</b> , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned <b>in the BDS</b> . 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.
	8.6	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 according to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
<b>9. Amendment of Bidding Documents</b>	9.1	Before the deadline for submission of Bids, The Procuring Agency for any reason, whether at its 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	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents according to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provides a 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:</p> <p>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier before the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid before the original or extended bid submission deadline.</p>
	9.3	<p>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 the last three (03) days of the Bid submission deadline.</p>

### C. PREPARATION OF BIDS

10. Language	10.1	<p>The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and The Procuring Agency shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.</p>
11. Documents and Sample(s) Constituting the Bid	11.1	<p>The Bid prepared by the Bidder shall constitute the following components:</p> <ol style="list-style-type: none"> <li>Form of Bid and Bid Prices completed in accordance with 14 and 15;</li> <li>Details of the Sample(s) where applicable and requested in the BDS.</li> <li>Documentary evidence established per ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process.</li> </ol>

		<p>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;</p> <p>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;</p> <p>f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18;</p> <p>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</p> <p>h) Any other document required in the BDS.</p>
	11.2	<p>Where a sample(s) is required by a The Procuring Agency, the sample shall be:</p> <p>a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;</p> <p>b) carriage paid;</p> <p>c) received on, or before, the closing time and date for the submission of bids; and</p> <p>d) evaluated to determine compliance with all characteristics listed in the BDS.</p>
	11.3	<p>The Procuring Agency shall retain the sample(s) of the successful Bidder. A The Procuring Agency shall reject the Bid if the sample(s)-</p> <p>a) do(es) not conform to all characteristics prescribed in the bidding documents; and</p> <p>b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.</p>
	11.4	<p>Where it is not possible to avoid using a propriety article as a 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 being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p>
	11.5	<p>Samples made up from materials supplied by a The Procuring Agency shall not be returned to a Bidder nor shall a The Procuring Agency be liable for the cost of making them.</p>
	11.6	<p>All samples produced from materials belonging to an unsuccessful Bidder shall be kept by The Procuring Agency till thirty (30) days from the date of award of</p>

		contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
<b>12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents</b>	12.1	Pursuant to <b>ITB 11</b> , 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.
	12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: <ol style="list-style-type: none"> <li>a detailed description of the essential technical specifications and performance characteristics of the Goods;</li> <li>an item-by-item commentary on The Procuring Agency's 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;</li> <li>any other procurement-specific documentation requirement as stated in the BDS.</li> </ol>
	12.4	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 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 <b>ITB 12.3(c)</b> 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.
<b>13. Documents Establishing Eligibility and Qualification of the Bidder</b>	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 defined in Section-4 titled "Eligible Countries".
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of The Procuring Agency that:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, and meets the qualification criteria specified in <b>BDS</b>.</li> <li>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.</li> <li>d) that the Bidder meets the qualification criteria listed in the <b>BDS</b>.</li> </ul>
<b>14. Form of Bid</b>	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.

<b>15. Bid Prices</b>	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter 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.
	15.3	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: <ul style="list-style-type: none"> <li>a) where there is only one (substantially) responsive bidder, or</li> <li>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</li> <li>c) The Procuring Agency may fix the price of missing items in accordance with the market survey, and the same shall be considered as a final price.</li> </ul>
	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 the 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: <ul style="list-style-type: none"> <li>a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): <ul style="list-style-type: none"> <li>i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</li> </ul> </li> </ul>

		<p>A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or</p> <p>B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</p> <p>ii) all applicable taxes which will be payable on the goods if the contract is awarded.</p> <p>iii) the price for inland transportation, insurance, and other local costs incidental to the delivery of the goods to their final destination, if specified in the BDS.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the BDS.</p>
	15.7	<p>For goods offered from abroad:</p> <p>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 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 country. Similarly, the Bidder may obtain insurance services from any eligible source country. Or</p> <p>ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be) if specified in the BDS. Or</p> <p>iii) the price of goods quoted CFR port of destination (or CPT as the case may be) if specified in the BDS.</p> <p>iv) the price for inland transportation, insurance, and other local costs incidental to the delivery of the goods from the port of entry to their final destination, if specified in the BDS.</p> <p>v) the price of (incidental) services, if any, listed in the BDS.</p>
	15.8	<p>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 to facilitate 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:</p>

		<p><b>a) For Goods:</b></p> <ul style="list-style-type: none"> <li>i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS</li> <li>ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</li> </ul> <p><b>b) For Related Services</b></p> <ul style="list-style-type: none"> <li>i) The price of the related services, and</li> <li>ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</li> </ul>
	15.9	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.
	15.10	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or 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 individual contracts (Los) within a package.
<b>16. Bid Currencies</b>	16.1	Prices shall be quoted in the following currencies: <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>
	16.2	For 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 the SCC are reasonable and responsive to ITB 16.1.
<b>17. Bid Validity Period</b>	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 Bidder's responses shall be made in writing or in electronic forms that provide a record of the content of the 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 the above correction.
<b>18. Bid Security or Bid Securing Declaration</b>	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 the fixed amount not exceeding five per cent 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).
	18.2	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	<p>The Bid Security shall be denominated in the local currency or another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) a cashier's or certified cheque; or</li> <li>c) another security if indicated in the BDS</li> </ul>
	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.
	18.5	The Bid Security shall be paid promptly upon written demand by The Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	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 non-responsive, pursuant to ITB 28.
	18.7	<p>Unsuccessful 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 <b>ITB 17</b>. The Procuring Agency shall not claim to the amount of the Bid Security, and shall promptly return the Bid Security document after whichever of the following occurs earliest:</p> <ul style="list-style-type: none"> <li>a) the expiry of the Bid Security;</li> <li>b) the entry into force of a procurement contract and the provision of performance security (or</li> </ul>

		<p>guarantee), for the performance of the contract if such security (or guarantee), is required by the Bidding documents;</p> <p>c) the rejection by The Procuring Agency of all Bids;</p> <p>d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.</p>
	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.
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <p>a) if a Bidder:</p> <ul style="list-style-type: none"> <li>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</li> <li>ii. does not accept the correction of errors pursuant to <b>ITB 30.3</b>; or</li> </ul> <p>b) or in the case of a successful Bidder, if the Bidder fails:</p> <ul style="list-style-type: none"> <li>i. to sign the contract in accordance with <b>ITB 41</b>; or</li> <li>ii. to furnish performance security (or guarantee) in accordance with <b>ITB 42</b>.</li> </ul>
<b>19. Alternative Bids by Bidders</b>	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered unless specifically allowed for in the <b>BDS</b> . If so allowed, <b>ITB 19.2</b> shall prevail.
	19.2	When an alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the <b>BDS</b> as will the method for evaluating the different schedules for the delivery of goods.
	19.3	If so allowed in the <b>BDS</b> , 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 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.
<b>20. Withdrawal, Substitution, and Modification of Bids</b>	20.1	Before the bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB shall be returned unopened to the Bidders.
<b>21. Format and Signing of Bid</b>	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS, clearly marking each "ORIGINAL" 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 the technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as 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.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

#### D. SUBMISSION OF BIDS

<b>22. Sealing and Marking of Bids</b>	22.1	In the 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
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		<p>manner that opening and resealing cannot be achieved undetected.</p> <p><i>Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred to in Rule-36 of PPR-2004.</i></p>
	22.2	<p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>a) be addressed to The Procuring Agency at the address given in the BDS; and</li> <li>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.</li> </ul>
	22.3	<p>In the 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 are to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:</p> <ul style="list-style-type: none"> <li>a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.</li> <li>b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</li> <li>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.</li> </ul>
	22.4	<p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>a) be addressed to The Procuring Agency at the address provided in the Bidding Data;</li> <li>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 <b>ITB 23.1</b>.</li> <li>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 <b>ITB.24</b></li> </ul>

	22.5	If all envelopes 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 the of Bid.
<b>23. Deadline for Submission of Bids</b>	23.1	Bids shall be received by The Procuring Agency no later than the date and time specified in the <b>BDS</b> .
	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 <b>ITB 9</b> , 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.
<b>24. Late Bids</b>	24.1	The Procuring Agency shall not consider any Bid for evaluation that arrives after the deadline for submission of Bids, in accordance with <b>ITB 23</b>
	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.
<b>25. Withdrawal of Bids</b>	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	The revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred to in ITB 22.

#### **E. OPENING AND EVALUATION OF BIDS**

<b>26. Opening of Bids</b>	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 <b>BDS</b> . 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. The inner envelopes containing the 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.
	26.4	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 the 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 Bidder's names, the Bid prices, the total amount of each Bid and 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 the 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 the 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:

		<ul style="list-style-type: none"> <li>a) the name of the Bidder;</li> <li>b) whether there is a modification or substitution;</li> <li>c) the presence of a Bid Security, if required; and</li> <li>d) Any other details as The Procuring Agency may consider appropriate.</li> </ul>
	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 at 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 <b>ITB 24</b> .
	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 the case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of the 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.
<b>27. Confidentiality</b>	27.1	Information relating to the examination, clarification, evaluation and 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.
	27.2	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 <b>ITB 27.2</b> 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 a record of the content of the communication.
<b>28. Clarification of Bids</b>	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 a 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 a record of the content of the communication. In the 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 the 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 <b>ITB 31</b> .
	28.3	The alteration or modification in THE BID that in any way affects the following parameters will be considered as a change in the substance of a bid: <ol style="list-style-type: none"> <li>evaluation &amp; qualification criteria;</li> <li>required scope of work or specifications;</li> <li>all securities requirements;</li> </ol>

		<p>d) tax requirements;</p> <p>e) terms and conditions of bidding documents.</p> <p>f) change in the ranking of the bidder</p>
	28.4	<p>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 a record of the content of the communication.</p>
<b>29. Preliminary Examination of Bids</b>	29.1	<p>Prior to the detailed evaluation of Bids, The Procuring Agency will determine whether each Bid:</p> <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b>;</li> <li>b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;</li> <li>c) has been properly signed;</li> <li>d) is accompanied by the required securities; and</li> <li>e) is substantially responsive to the requirements of the Bidding Documents.</li> </ul> <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	29.2	<p>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:</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the Services;</li> <li>b) limits in any substantial way, inconsistent with the Bidding Documents, The Procuring Agency's rights or the Bidder's obligations under the Contract; or</li> <li>c) if rectified, would affect unfairly the competitive position of the bidders presenting substantially responsive Bids.</li> </ul>
	29.3	<p>The Procuring Agency will confirm that the documents and information specified under <b>ITB 11</b>, <b>12</b> and <b>13</b> 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.</p>
	29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation,</p>

		<p>provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><i>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 the failure of a bidder to –</i></p>
29.5	<p>(a) <i>Submit the number of copies of signed bids required by the invitation;</i></p> <p>(b) <i>Furnish required information concerning the number of its employees;</i></p> <p>(c) <i>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.</i></p>	
29.6	<p>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 Bids.</p> <p>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.</p>	

	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.
<b>30. Examination of Terms and Conditions; Technical Evaluation</b>	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> 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 <b>ITB 22</b> , to confirm that all requirements specified in <b>Section V - Schedule of Requirements, Technical Specifications</b> 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 <b>ITB 29</b> , it shall reject the Bid.
<b>31. Correction of Errors</b>	31.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>d) Where there is any discrepancy between the grand total of the price schedule and the amount mentioned on the Form of the Bid, the amount referred to in the Price Schedule shall be treated as correct subject to the elimination of other errors.</li> </ul>

	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 <b>ITB 18.9</b> .
<b>32. Conversion to Single Currency</b>	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 <b>BDS</b> .
<b>33. Evaluation of Bids</b>	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB 29</b> .
	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 the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	The Procuring Agency's evaluation of a Bid will take into account: <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> </ul>

	33.3	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.
	33.4	<p>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 <b>BDS</b>, and quantified in ITB 32.5:</p> <ul style="list-style-type: none"> <li>a) Cost of inland transportation, insurance, and other costs within Pakistan are incidental to the delivery of the goods to their final destination.</li> <li>b) delivery schedule offered in the Bid;</li> <li>c) deviations in payment schedule from that specified in the Special Conditions of Contract;</li> <li>d) the cost of components, mandatory spare parts, and service;</li> <li>e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid;</li> <li>f) the projected operating and maintenance costs during the life of the equipment;</li> <li>g) the performance and productivity of the equipment offered; and/or</li> <li>h) other specific criteria indicated in the <b>TBS</b> and/or in the Technical Specifications.</li> </ul>
	35.5	<p>For factors retained in <b>BDS</b>, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the <b>BDS</b>:</p> <p>a) <i>Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i></p> <p>Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the <b>BDS</b> will be computed for each Bid by The Procuring Agency on the basis of published tariffs by the rail or road transport</p>

	<p>agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight 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.</p> <p>b) <i>Delivery schedule.</i></p> <p>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 <b>BDS</b>, 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</p> <p>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. <b>No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.</b> Within this acceptable range, an adjustment per week, as specified in the <b>BDS</b>, 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</p> <p>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</p>
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	<p>percentage, specified in the <b>BDS</b>, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.</p> <p>c) <i>Deviation in payment schedule.</i></p> <p>i) Bidders shall state their Bid price for the payment schedule outlined in the <b>SCC</b>. 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</p> <p>ii) The <b>SCC</b> 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 <b>BDS</b>.</p> <p>d) <i>Cost of spare parts</i></p> <p>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 <b>BDS</b>, 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</p> <p>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 <b>BDS</b>. 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</p> <p>iii) The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation specified in the <b>BDS</b>,</p>
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	<p>based on information furnished by each Bidder, as well as on past experience of The Procuring Agency or other Procuring Agencies in similar situations. Such costs shall be added to the Bid price for evaluation.</p> <p>e) <i>Spare parts and after sales service facilities in Pakistan</i>  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.</p> <p>f) <i>Operating and maintenance costs</i>  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 <b>BDS</b> or in the Technical Specifications.</p> <p>g) <i>Performance and productivity of the equipment.</i></p> <p>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 <b>BDS</b> 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 <b>BDS</b> or in the Technical Specifications. Or</p> <p>ii. Goods offered shall have minimum productivity specified the 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 <b>BDS</b> or in the Technical Specification.</p> <p>h) <i>Specific additional criteria</i>  Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the <b>BDS</b> and/or the Technical Specifications.</p>
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	33.6	If these Bidding Documents allow Bidders to quote separate 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 <b>BDS</b> .
<b>34. Domestic Preference</b>	34.1	If the <b>BDS</b> so specifies, The Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
<b>35. Determination of Most Advantageous Bid</b>	35.1	In the case where The Procuring Agency adopts the Cost Based Evaluation Technique. 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	<p>The Procuring Agency may adopt the Quality &amp; Cost Based Selection Technique due to the following two reasons:</p> <ul style="list-style-type: none"> <li>a) 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 functionalities; or</li> <li>b) Where The Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters <b>specified in Evaluation Criteria</b> to be evaluated while determining the quality of the goods:</li> </ul> <p>In such cases, The Procuring Agency may allocate certain weightage to these factors as a part of the 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.</p>
<b>36. Post Qualification of Bidder and/or</b>	36.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most

<b>Abnormally Low Financial Proposal</b>		<p>Advantageous Bid, The Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the <b>BDS</b>.</p> <p>In the case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p>
36.2		<p>Where the Bid price is considered to be abnormally low, The Procuring Agency shall perform price analysis either during the determination of the Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) Before rejecting an abnormally low Bid The Procuring Agency shall request the Bidder for the 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;</li> <li>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;</li> <li>d) The Procuring Agency shall not incur any liability solely by rejecting the abnormally Low Bid; and</li> <li>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.</li> </ul>

		<p><b>Guidance for The Procuring Agency:</b></p> <p>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> <li>(i) Comparing the bid price with the cost estimate;</li> <li>(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</li> <li>(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</li> </ul>
	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	<p>The Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining the award of the contract.</p> <p>Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view all the essential aspects such as raw material, it's processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</p>
	36.6	An affirmative determination will be a prerequisite for the 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.

## F. Award of Contract

<b>37. Criteria of Award</b>	37.1	<p>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:</p> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITB 3;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded if any.</li> </ul>
<b>38. Negotiations</b>	38.1	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <ul style="list-style-type: none"> <li>(a) a minor alteration to the technical details of the statement of requirements;</li> <li>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</li> <li>(c) a minor amendment to the special conditions of the Contract;</li> <li>(d) finalizing payment arrangements;</li> <li>(e) delivery arrangements;</li> <li>(f) the methodology for the provision of related services; or</li> <li>(g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</li> </ul>
	38.2	<p>Where negotiation fails to result in 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.</p>
<b>39. The Procuring Agency's Right to Reject Bids</b>	39.1	<p>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 the award of the 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.</p>
	39.2	<p>Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.</p>
	39.3	<p>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.</p>

<b>40. The Procuring Agency's Right to Vary Quantities at the Time of Award</b>	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.
<b>41. Notification of Award</b>	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.
	41.2	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 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").
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with <b>ITB 43</b> and signing of the contract in accordance with <b>ITB 42.2</b> .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB 43</b> , The Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to <b>ITB 18.7</b> .
<b>42. Signing of Contract</b>	42.1	Promptly after notification of award, The Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and <b>after fulfilment of all conditions precedent</b> of the Contract Form, the successful Bidder and The Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, the purchase order issued to the bidder shall be construed to be the contract.

<b>43. Performance Security (or Guarantee)</b>	43.1	<p>After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to The Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the <b>BDS and SCC</b>, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.</p>
	43.2	<p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <ul style="list-style-type: none"> <li>(a) certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>(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;</li> <li>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</li> <li>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	<p>Failure of the successful Bidder to comply with the requirement of <b>ITB 43.1</b> shall constitute sufficient grounds for the annulment of the 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.</p>
<b>44. Advance Payment</b>	44.1	<p>The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in <b>ITB 44.2</b>.</p>
	44.2	<p>The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>BDS</b>. The Advance Payment request shall be 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 an estimate of, and include in its Bid, the expenses that</p>

		will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and the engagement of labour during the first month beginning with the date of The Procuring Agency's "Notice to Commence" as specified in the SCC.
<b>45. Arbitrator</b>	45.1	The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.
<b>46. Corrupt &amp; Fraudulent Practices</b>	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 engaging in any corrupt and fraudulent practices.

#### **G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**

47.	47.1	The 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.
<b>48. GRC Procedure</b>	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.
	48.5	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 The 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 final.

## H. MECHANISM OF BLACK LISTING

<b>49. Mechanism of Black Listing</b>	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: <ol style="list-style-type: none"> <li>Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>Fails to perform his contractual obligations; and</li> <li>Fails to abide by the id securing declaration;</li> </ol>
	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.

	49.4	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 procurement 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 a decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in the blacklisting and debarment mechanism has been adhered to by The Procuring Agency.
	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 the review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of the filing of the review petition.

	49.11	The committee shall serve a notice in writing upon all respondents 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.
	49.12	The Authority on the basis of the 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 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 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><u>Name of Procuring Agency:</u> Hyderabad Electric Supply Company (HESCO)</p> <p><u>The subject of procurement is:</u> Procurement of 10,800 Nos. Stay Rod with Elbow &amp; Thimble as per NTDC Specification No. DDS-29:2008 (amended to date) on EPADS to be supplied on FCS basis (free Consignee Stores) at Regional Store HESCO Hyderabad / MCPL Workshop Jamshoro / Nawabshah. The loading/unloading of the goods shall be the responsibility of the Supplier.</p> <p><u>Period for delivery of goods:</u> within 90 days</p>
2.	2.1 2.2	<p>Financial year for the operations of the Procuring Agency: 2025-26</p> <p>Name of financing institution: HESCO</p> <p>Name and identification number of the Contract: <b>Tender No. 1954/26</b></p>
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: Three
4.	3.5	<p>The invitation to e-bid is open to pre-qualified/registered suppliers/manufacturers in HESCO/DISCOs/NTDC/PPMC/WAPDA in relevant category who are registered with FBR and are on Active Taxpayers List.</p> <p>The procurement process would be as per Public Procurement Rule 36 (a) Single Stage One Envelope procedure.</p>
5.	3.6	Not Applicable
6.	4.1	Ineligible countries are stated in Section IV of this Bidding Documents.
7.	4.5	Not applicable

## **B. Bidding Documents**

<b>8.</b>	<b>7.2</b>	One scanned e-bid containing all the required documents is to be submitted / uploaded on EPADS.
<b>9.</b>	<b>8.1</b>	The clarification can be sought on the EPADS portal.
<b>10.</b>	<b>8.5</b>	Not Applicable.

## **C. Preparation of Bids**

<b>11.</b>	<b>10.1</b>	The Language of all correspondences and documents related to the Bid is: English
<b>12.</b>	<b>11.1 (b)</b>	Samples are not required
<b>13.</b>	<b>11.1 (g)</b>	Power of Attorney Authorizing the signatory of the bidder to submit the bid on the Company's Letter Head.
<b>14.</b>	<b>11.1 (h)</b>	<p>The material shall be strictly according to standard specifications (amended-to-date). For items necessitating prototype approval;</p> <p>i. If you do not possess the valid prototype approval for the offered material within last 3-years (if applicable under approved specification), you shall have to obtain prototype approval from the office of Chief Engineer (S&amp;S) NTDC 1st Floor PIA Building Egerton Road, Lahore before start of mass production. Drawings and prototype samples for prototype testing shall be offered within 30-days from the date of issue of purchase order to Chief Engineer (S&amp;S) NTDC. The Chief Engineer (S&amp;S) NTDC will accord approval of offered prototype within 30-days from the date of receipt of prototype call. All expenses shall be borne by the manufacturer / supplier. The testing will be carried out at manufacturer's premises/ HV&amp;SC Lab Rawat / RTL Faisalabad or any other independent Lab of International repute like KEMA Holland, CRIEPI Lab Japan, CESI Lab Italy to be approved by Chief Engineer (S&amp;S) NTDC.</p> <p>ii. If the prototype sample fails, the material shall be improved and re-offered for prototype testing to Chief Engineer (S&amp;S) NTDC. The time taken for improvement in sample and re-submission of</p>

		<p>drawings will not entitle the manufacturer to claim extension in delivery period on this account.</p> <p>iii. Any changes suggested in the material and drawings during prototype testing for compliance of specifications and purchase orders shall have to be incorporated without any extra price claim.</p>
15.	<b>11.2,11.3 11.4,11.5 &amp; 11.6</b>	Not Applicable
16.	<b>12.3</b>	The bidders will have to submit complete technical detail of the offered item including technical schedule and drawings.
17.	<b>12.4</b>	Not Applicable
18.	<b>13.3 (b)</b>	<p>The bidder shall provide the following documents:</p> <ul style="list-style-type: none"> <li>- Per year manufacturing capacity.</li> <li>- Supply record of last three years.</li> <li>- Current contract commitment</li> <li>- Bank statements for the last three years</li> </ul>
	<b>13.3 (d)</b>	<p>The following Clause is added:</p> <p><b>A. Eligible Bidders</b></p> <ul style="list-style-type: none"> <li>i. A Bidder having the nationality of Pakistan.</li> <li>ii. Manufacturer / supplier of the offered equipment, prequalified/registered in required categories complying qualification &amp; experience criteria as laid down in bidding document.</li> <li>iii. The Bidder shall be registered with Income Tax and Sales Tax Departments and shall be on Active Taxpayers List of the Federal Board of Revenue.</li> <li>iv. The Bidder/manufacturer shall not be, blacklisted by DISCOs/NTDC/PPMC or any other Government department.</li> </ul> <p><b>B. Qualification of the Bidder</b></p> <p>To be qualified for award, the Bidder shall meet the experience, capability and adequacy of resources as per criteria delineated herein:</p> <p><b>Contractual Experience</b></p> <ul style="list-style-type: none"> <li>i. The bidder/manufacturer must have demonstrated at least Two (2) numbers of contracts successfully completed as main supplier for similar item within the last five (5) years. The total quantity of contracts (i.e. sum of multiple</li> </ul>

		<p>contracts) shall at least be equal to or more than the quantity of contract for which the bid is submitted. In case of JV, all JV partners shall combinely meet the said required experience.</p> <p><b>Supply Capacity</b></p> <p>The manufacturer shall provide the following information with the Bid to establish its capacity/capability to execute the order.</p> <ul style="list-style-type: none"> <li>i. Manufacturing Capacity</li> <li>ii. Orders in hand</li> <li>iii. The manufacturing capacity of the Bidder should be at least equal to orders in hand and this order (if placed on it).</li> </ul>
19.	15.6	The offered Bid prices shall be on FCS (Free Consignee Stores) at Regional Store HESCO Hyderabad/ MCPL Workshop Jamshoro /Nawabshah basis. The unloading of the goods shall be the responsibility of the Supplier.
	15.8	Not Applicable
20.	16.1	The quoted Prices shall be in PKR.
21.	16.2,16.3 & 16.4	Not applicable.
22.	17.1	The Bid Validity period shall be <b>120 days</b> .
	17.2	The Clause-17.2 of ITB may be read as follows: HESCO may request the Bidders' consent to an extension of the period of validity of their Bids, for the period not more than the period of initial bid validity.
23.	18.1	The amount of Bid Security shall be <b>PKR 700,000/-</b> The currency of the Bid Security shall be in PKR.
24.	18.2	Bid Securing Declaration is not allowed.
25.	18.3	<p>The Bid Security shall be in PKR issued in favour of Chief Executive Officer (CEO) HESCO and it shall be in the form as per the following:</p> <ul style="list-style-type: none"> <li>- A bank guarantee issued by a scheduled bank of Pakistan in the form provided in the Bidding Documents.</li> <li>- CDR / BC / PO.</li> </ul> <p><b>Note:</b> The bid security from any insurance company will not be acceptable in any case and the bid shall be liable for rejection.</p>
26.	19.1	Alternative Bid is not allowed.
27.	19.2 19.3	Not Applicable

28.	21.1	Not Applicable. Only bids on EPADS will be accepted.
29.	21.2	Written confirmation of authorization is required on the bidder's letterhead along with the signature specimen and CNIC number. These should be scanned and attached with the bid.

#### **D. Submission of Bids**

30.	22.2 (a)	Not Applicable. Only e-bids on EPADS will be accepted. The hard copy of bid submitted on EPADS shall also be submitted in the office of Manager (MM) HESCO Hyderabad
31.	22.2 (b)	Not Applicable. Only e-bids on EPADS will be accepted.
32.	23.1	The deadline for Bid submission on EPADS is Day: <b>Wednesday</b> Date: <b>11.02.2026</b> Time: <b>11:00 a.m</b>

#### **E. Opening and Evaluation of Bids**

33.	26.1	The Bid opening on EPAD is Day: <b>Wednesday</b> Date: <b>11.02.2026</b> Time: <b>11:30 a.m</b>
34.	25.6	Opening of the e-bids does not mean that all the participating bidders are responsive.
35.	32.1 32.2	Only PKR currency is acceptable.
36.	33.2	<p>Technical and Commercial Evaluation/Comparison of bids shall be carried out on FCS (Free Consignee Stores) unit price basis (at Regional Store HESCO Hyderabad / MCPL Workshop Jamshoro / Nawabshah. The unloading of the goods shall be the responsibility of the Supplier). The material shall be supplied as per legitimate delivery schedule strictly according to NTDC/PPMC approved Standard specifications (amended-to-date). Any deviations in the tender specification shall be liable for the rejection of the tender. Arithmetical errors will be rectified on the following basis:</p> <p>If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail.</p> <p>If there is a discrepancy between the total Tender price entered in Form of Tender and the total shown in the Schedule of Prices. The amount stated in the Form of Tender will be corrected by the Purchaser/Engineer in accordance with the Corrected Schedule of Prices.</p> <p>If the Tenderer does not accept the corrected amount of</p>

		<p>Tender, his Tender shall be rejected and his Tender Security forfeited.</p> <p>Tenders indicating the delivery beyond the date specified in Tender Schedule shall be declared non-responsive.</p> <p>The bidder must be registered with Income Tax and Sales Tax Department.</p>
37.	33.3	The comparison shall be made on the basis of FCS (Free Consignee Stores) at Regional Store HESCO MCPL Workshop Jamshoro / Nawabshah. The unloading of the goods shall be the responsibility of the Supplier.
38.	33.4	The offered bid in addition to the relevant specification shall be evaluated by the procuring agency's evaluation committee as per PP Rule-4 <i>Principles of Procurement</i> especially in terms of quality, reliability , efficiency, economy and value for money etc.
39.	33.5	Not Applicable
40.	35.1	The evaluation shall be carried out as per ITB Clause 16, 18, 30, Clause-36, 37 & 38 of BDS, NIT and Bidding documents on the basis of the eligibility of the supplier/manufacturer and the eligibility of goods. If eligible, the bidder will be selected on the least cost basis.
41.	35.2	Not Applicable
42.	38.1	Negotiations will be undertaken as per Public Procurement Rule 40.

#### F. Award of Contract

43.	40.1	The Percentage for quantity increase or decrease is 15% during the currency of the contract.
44.	43.1	<p>The successful bidder will be issued Letter of Intent (LOI) /Letter of Acceptance. The successful bidder shall have to submit the Performance Security (or Guarantee) within 15 days from the date of issue of LOI.</p> <p>The Performance Security (or guarantee) shall be 5% of the total Contract Price</p>
45.	43.2	<p>The Performance Security (or guarantee) shall be in the form of:</p> <ul style="list-style-type: none"> <li>- A bank guarantee issued by a scheduled bank of Pakistan in the form provided in the Bidding Documents.</li> <li>- CDR/PO</li> </ul>

		<b>Note:</b> The bid security from any insurance company will not be acceptable in any case and the bid shall be liable for rejection.
<b>46.</b>	<b>44.1</b>	Advance Payment is not allowed.
<b>47.</b>	<b>44.2</b>	Not Applicable
<b>48.</b>	<b>45.1</b>	Chief Supply Chain Management Officer HESCO Hyderabad shall act as Arbitrator. Arbitration shall take place at HESCO Hyderabad.
<b>49.</b>	<b>49.1</b>	<p>Following shall be added in Clause 49: The debarment / blacklisting of firms / suppliers shall be as per HESCO debarment policy and PPRA Rule-19.</p> <p>The address of the Procuring Agency: Manager Material Management HESCO, Room No. 237, 2nd Floor, Wapda Offices Complex, Hussainabad Hyderabad. Telephone: 92-229260127 E-mail: mmmhesco@yahoo.com</p> <p>The Address of PPRA to submit a <b>copy</b> of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1<sup>st</sup> Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254</p>

## **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:

1. India
2. 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**

## **Schedule of Requirements**

The delivery schedule expressed as days stipulates hereafter a delivery date which is the date of delivery at Regional Store HESCO Hyderabad / MCPL Workshop Jamshoro and Nawabshah on FCS (Free Consignee Stores) basis. The unloading at HESCO stores shall be the responsibility of the contractor.

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>Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery schedule within 90 days</b>

## **Technical Specifications**

Stay Rod with Elbow & Thimble as per NTDC Specification No. DDS-29:2008 (amended to date)

## PRICE SCHEDULE FOR HESCO TENDER NO. 1954/26

- Due by 11:00 AM on 11.02.2026
- Tender will be opened at 11:30 AM on 11.02.2026

NAME OF BIDDER \_\_\_\_\_

Description of Stores	Specification (Amended to-date)	Quantity required (Nos.)	FCS unit rate (as per SCC clause 11) in PKR without 18% GST	Total Amount in PKR (3 x 4)
1	2	3	4	5
Stay Rod (Elbow & Thimble) Complete with accessories	DDS-29:2008	10,800		
<b>18% GST</b>				
<b>G.Total</b>				

(IN WORDS: \_\_\_\_\_)

### Bid Security

Bid Bond/Guarantee of **700,000/-** is attached as per detailed below:

Bid Security No. & date \_\_\_\_\_

Bid Security Validity \_\_\_\_\_

Issuing Authority \_\_\_\_\_

### Delivery Schedule:

**100% quantity shall be supplied within total 90-days** from the date of issue of purchase order.

Delivery period shall be completed not later than the dates specified. The terms "Delivery Date" shall mean the date of 1<sup>st</sup> day of Inspection or 15<sup>th</sup> day of Inspection Call whichever is earlier, shall be reckoned as date of delivery of Store to Consignee provided the goods accepted for supply have been delivered within 20-days of issue of Inspection Certificate subject to the condition that the supplier / manufacturer offers the material for Inspection at least 15-days prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification.

### Note:

- This tender is governed by Procurement Rules issued by PPRA.
- Marking of page numbers of the bid alongwith all enclosures must be ensured in sequence to ascertain the number of documents attached with the bidding documents.

Stamp & Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION VI: STANDARD FORMS**

**FOR**

**Single Stage One Envelope Procedure**

## Form of Bid

Tender No. \_\_\_\_\_

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

To

Manager  
Material Management  
HESCO, Hyderabad.

We, the undersigned, declare that:

Having examined the Bidding Documents including Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver \_\_\_\_\_ in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirm, General Manager (Technical) HESCO as arbitrator, to act as the adjudicator in case of any arisen disputes in accordance with **BDS Clause 47**.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the 15-days from the date of issue of Letter of Intent (LOI). Failure to provide the performance guarantee within the stipulated time, the delivery period shall start. The delayed period shall be deducted from the delivery schedule while issuing the Purchase Order.

We declare that as Bidder(s) we do not have a conflict of interest with reference to **ITB Clause 3.7**.

We agree to abide by this Bid for the Bid Validity Period specified in BDS 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government

of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(*Name*)

\_\_\_\_\_ *[signature]* *[in the capacity of]* \_\_\_\_\_

Duly authorized to sign Bid for and on behalf of

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## Form of Qualification Information

### 1. Individual Bidders or Individual Members of Joint Ventures

#### 1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of the signatory of Bid: *[attach]*

#### 1.2 Total annual volume of Services performed in 3-5 years, in PKR specified in the Bid Data Sheet: *[insert]*

#### 1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last 3-5 years. The values should be indicated in the same currency used for Item 1.2 above. Also, list details of work underway or committed, including the expected completion date.

Project name and country	Name of Purchasing Agency and contact person	Type of Services provided and year of completion	Value of Contract
(a)			
(b)			
(c)			
(d)			

#### 1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB 13.3(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			
(c)			
(d)			

**1.5** Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.3(d).

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

**1.6** Proposed sub-contracts and firms involved. Refer to GCC 24.

Sections of the Services	Value of Sub-contract	Sub-contractor (name and address)	Experience in providing similar Services
(a)			
(b)			

**1.7** Financial reports for the last 3 years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

**1.8** Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.

**1.9** Name, address, telephone, telex, e-mail, and facsimile numbers of banks that may provide references if contacted by HESCO.

**1.10** Information regarding any litigation, current or within the last 5 years, in which the Bidder is or has been involved.

**1.11** Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder. Attach valid certificates.

**1.12** Statement of compliance with the requirements of ITB 3.4.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
a)			
b)			

**1.13** Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

## **2. Joint Ventures**

**2.1** The information listed in 1.11 - 1.12 above shall be provided for each member of the joint venture.

**2.2** The information in 1.13 above shall be provided for the joint venture.

**2.3** Attach the power of attorney of the signatory(ies) of the Bid authorizing the signature of the Bid on behalf of the joint venture.

**2.4** Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that

- a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

## **3. Additional Requirements**

**3.1** Bidders should provide any additional information required in the Bid Data Sheet and to fulfil the requirements of ITB 12.1, if applicable.

We, the undersigned declare that

- a) The information contained in and attached to this form is true and accurate as of the date of bid submission *Or [delete statement which does not apply]*
- b) The originally submitted pre-qualification information remains essentially correct as of date of submission

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

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

**PROFORMA SHOWING PERFORMANCE OF THE FIRM IN  
HESCO/DISCOS DURING LAST TWO FISCAL / CALENDAR YEARS**

**Name of Firm:** \_\_\_\_\_

Name of DISCO	PO No. & Date	Description of Material	Qty. on Order	Delivery Schedule	Qty. Supplied to date	Date of Supply	Qty. Balance	Material Supplied		Remarks
								In time	Delay	

**It is also certified that:**

- i) Our firm is not in litigation with any formation of NTDC/WAPDA / DISCOs.
- ii) In case of any information found incorrect from the above, HESCO reserve the right to cancel our tender or prequalification and registration without assigning any reason what so ever and all consequences at our cost.

**Stamp with Signature**

## Bid Security Form

To:

Chief Executive Officer HESCO

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the delivery of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of Financial Institution]* of *[name of country]*, having our registered office at *[address of Financial Institution]* (hereinafter called "the Bank"), are bound unto *[name of HESCO]* (hereinafter called "HESCO") in the sum of *[amount]* for which payment well and truly to be made to the said HESCO, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bid
  - (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
  - (b) Disagreement to arithmetical correction made to the Bid price; or
  - (c) having been notified of the acceptance of our Bid by HESCO during the period of Bid Validity, (i) failure to sign the contract if required by HESCO to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.
2. We undertake to pay to HESCO up to the above amount upon receipt of its first written demand, without HESCO having to substantiate its demand, provided that in its demand HESCO states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: \_\_\_\_\_ in the capacity of \_\_\_\_\_  
signed

*[Signature of the Bank]*

Dated on \_\_\_\_\_

## Performance Security (or guarantee) Form

To:

Chief Executive Officer HESCO

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]*

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

## Integrity Pact

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

Contract Number: \_\_\_\_\_

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

Contract Title: \_\_\_\_\_

Contract Value: \_\_\_\_\_

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

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

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

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

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

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Buyer

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Seller

## **SECTION – VII**

### **GENERAL CONDITIONS OF THE CONTRACT**

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

<b>1. Definitions</b>	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>a) "Authority" means Public Procurement Regulatory Authority.</li> <li>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.</li> <li>c) The "Contract" means the agreement entered into between HESCO 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.</li> <li>d) The "Commencement Date" is the date when the Supplier shall commence execution of the contract as specified in the SCC.</li> <li>e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.</li> <li>f) "Country of Origin" means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.</li> <li>g) The "Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</li> <li>h) "Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.</li> <li>i) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to HESCO under Contract.</li> <li>j) "Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by HESCO upon fulfillment of the conditions precedent stipulated in GCC Clause 3.</li> <li>k) "HESCO" means the person named as HESCO in the SCC and the legal successors in title to</li> </ul>
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	<p>this person, procuring the Goods and related service, as named in SCC.</p> <p>l) "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.</p> <p>m) "GCC" means the General Conditions of Contract contained in this section.</p> <p>n) "Intended Delivery Date" is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.</p> <p>o) "SCC" means the Special Conditions of Contract.</p> <p>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 HESCO 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.</p> <p>q) "Project Name" means the name of the project stated in SCC.</p> <p>r) "Day" means calendar day.</p> <p>s) "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.</p> <p>t) "End User" means the organization(s) where the goods will be used, as named in the SCC.</p> <p>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.</p> <p>v) "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the</p>
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		<p>Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>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.</p> <p>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 HESCO.</p> <p>x) The Supplier's Bid is the completed Bid document submitted by the Supplier to HESCO.</p>
<b>2. Application and Interpretation</b>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to the singular include the plural and vice versa and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: <ol style="list-style-type: none"> <li>Form of Contract,</li> <li>Special Conditions of Contract,</li> <li>General Conditions of Contract,</li> <li>Letter of Acceptance,</li> <li>Certificate of Contract Commencement</li> </ol>

		<ul style="list-style-type: none"> <li>vi. Specifications</li> <li>vii. Contractor's Bid, and</li> <li>viii. Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ul>
<b>3. Conditions Precedent</b>	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:</p> <ul style="list-style-type: none"> <li>a) Submission of performance Security (or guarantee) in the form specified in the SCC;</li> <li>b) Furnishing of Advance Payment Unconditional Guarantee.</li> </ul>
	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 HESCO is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived 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.
<b>4. Governing Language</b>	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and HESCO 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.
<b>5. Applicable Law</b>	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
<b>6. Country of Origin</b>	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
<b>7. Standards</b>	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.
<b>8. Use of Contract Documents and Information; Inspection and</b>	8.1	The Supplier shall not, without HESCO'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 HESCO in connection therewith, to any person other than a person employed by the Supplier in the

<b>Audit by the Government of Pakistan</b>		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.
	8.2	The Supplier shall not, without HESCO's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of HESCO and shall be returned (all copies) to HESCO on completion of the Supplier's performance under the Contract if so required by HESCO.
	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.
<b>9. Patent and Copy Rights</b>	9.1	The Supplier shall indemnify HESCO 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 HESCO by the Supplier herein shall remain vested in the supplier, or, if they are furnished to HESCO 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.
<b>10. Performance Security (or Guarantee)</b>	10.1	The Performance Security (or Guarantee) shall be provided to HESCO 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 HESCO, 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 HESCO as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

	10.3	<p>The Performance Security (or Guarantee) shall be in one of the following forms:</p> <ul style="list-style-type: none"> <li>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 HESCO; or</li> <li>b) A cashier's or certified check.</li> </ul>
	10.4	<p>The performance security (or guarantee) will be discharged by HESCO 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.</p>
<b>11. Inspections and Test</b>	11.1	<p>HESCO 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 HESCO. SCC and the Technical Specifications shall specify what inspections and tests HESCO shall notify the Supplier in 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.</p>
	11.2	<p>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 HESCO.</p>
	11.3	<p>Should any inspected or tested Goods fail to conform to the Specifications, HESCO may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to HESCO.</p>
	11.4	<p>HESCO's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in HESCO's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by HESCO or its representative prior to the Goods' shipment from the country of origin.</p>
	11.5	<p>Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.</p>

<b>12. Packing</b>	12.1	<p>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.</p>
	12.2	<p>The packing, marking, and documentation within and 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 HESCO.</p>
<b>13. Delivery and Documents</b>	13.1	<p>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.</p>
	13.2	<p>For purposes of the Contract, "EXW", "FOB", "FCA", "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.</p>
	13.3	<p>Documents to be submitted by the Supplier are specified in SCC.</p>
<b>14. Insurance</b>	14.1	<p>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.</p>
<b>15. Transportation</b>	15.1	<p>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</p>

		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.
<b>16. Related Services</b>	16.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;</li> <li>b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c) Furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> <li>e) Training of HESCO's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>
	16.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, 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.
<b>17. Spare Parts</b>	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:

		<ul style="list-style-type: none"> <li>a) Such spare parts as HESCO may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li> <li>b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. Advance notification to HESCO of the pending termination, in sufficient time to permit HESCO to procure needed requirements; and</li> <li>ii. Following such termination, furnishing at no cost to HESCO, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>18. Warranty/ Defect Liability Period</b>	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 have incorporated 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 HESCO, 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.
	18.2	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.
	18.3	HESCO shall promptly notify the Supplier in writing or in electronic forms that provide a record of the content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, the manufacturer/supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof. The cost of lifting the defective materials its subsequent repair or replacement and returning back to HESCO stores shall be borne by the supplier.
	18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified, HESCO 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 HESCO may have against the Supplier under the Contract.
<b>19. Payment</b>	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	19.2	The Supplier's request(s) for payment shall be made to HESCO in writing or in electronic forms that provide a 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.
	19.3	Payments shall be made promptly by HESCO, within sixty (60) days after submission of an invoice or claim by the Supplier. If HESCO 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
<b>20. Prices</b>	20.1	The contract price shall be specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions therefrom, 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 HESCO's request for Bid Validity extension, as the case may be.
<b>21. Change Orders</b>	21.1	HESCO 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

		<p>to be specifically manufactured for HESCO;</p> <p>b) The method of shipment or packing;</p> <p>c) The place of delivery; and/or</p> <p>d) The Services to be provided by the Supplier.</p>
	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 HESCO 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.
<b>22. Contract Amendments</b>	22.1	Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.
<b>23. Assignment</b>	23.1	Neither HESCO nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
<b>24. Sub- contracts</b>	24.1	The Supplier shall consult HESCO 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.
<b>25. Delays in the Supplier's Performance</b>	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by HESCO in the Schedule of Requirements.
	25.2	If at any time during the 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 HESCO 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, HESCO 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.
<b>26. Liquidated Damages</b>	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, HESCO 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, HESCO may consider termination of the Contract pursuant to GCC Clause 26.
<b>27. Termination for Default</b>	27.1	HESCO 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.
	27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following: <ol style="list-style-type: none"> <li>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 HESCO pursuant to GCC Clause 24; or</li> <li>the Supplier fails to perform any other obligation(s) under the Contract;</li> <li>Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;</li> <li>the supplier has abandoned or repudiated the contract.</li> </ol>

		<ul style="list-style-type: none"> <li>e) HESCO or the Supplier is declared bankrupt or goes into liquidation other than for reconstruction or amalgamation;</li> <li>f) a payment is not paid by HESCO to the Supplier after 84 days from the due date for payment;</li> <li>g) the HESCO 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 HESCO; and</li> <li>h) if HESCO determines, based on reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.</li> </ul> <p>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.</p>
	27.3	In the event HESCO terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 HESCO may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to HESCO for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
<b>28. Termination for Force Majeure</b>	28.1	<p>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.</p> <p>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</p>

		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.
	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 a record of the content of communication of such condition and the cause thereof. Unless otherwise directed by HESCO in writing or in electronic forms that provide a 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.
<b>29. Termination for Insolvency</b>	29.1	HESCO may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In 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 HESCO.
<b>30. Termination for Convenience</b>	30.1	HESCO, 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 HESCO's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
	30.2	<p>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 HESCO at the Contract terms and price. For the remaining Goods, HESCO may elect:</p> <ul style="list-style-type: none"> <li>a) To have any portion completed and delivered at the Contract terms and prices; and / or</li> <li>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.</li> </ul>

<b>31. Dispute Resolution</b>	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of the 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 to by either party to an arbitrator that shall be appointed by mutual consent of 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.
<b>32. Procedure for Disputes Resolution</b>	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.
<b>33. Replacement of Arbitrator</b>	33.1	Should the Arbitrator resign or die, or should HESCO 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 both parties.
<b>34. Limitation of Liability</b>	34.1	<p>Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,</p> <ul style="list-style-type: none"> <li>a) The supplier shall not be liable to the HESCO, 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 HESCO; and</li> <li>b) The aggregate liability of the Supplier to HESCO, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not</li> </ul>

		apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify HESCO with respect to patent infringement.
<b>35. Notices</b>	35.1	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 a record of the content of communication and confirmed in writing or in electronic forms that provide a 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.
<b>36. Taxes and Duties</b>	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
	36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan HESCO shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to HESCO.

## **SECTION - VIII**

### **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 Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
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### Definitions (GCC 1)

1.	1.1	The Procuring Agency is: Hyderabad Electric Supply Electric Company (HESCO)
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### Documents forming the Contract (GCC)

2.	2.3	<ul style="list-style-type: none"> <li>(1) Purchase Order (PO)</li> <li>(2) Performance Guarantee submitted by the successful Firm and its verification from the concerned Bank.</li> <li>(3) Letter of Intent (LOI) issued by HESCO and its acceptance by the successful bidder</li> <li>(4) Special Conditions of Contract,</li> <li>(5) General Conditions of Contract,</li> <li>(6) Specifications</li> <li>(7) Contractor's Bid on EPADS</li> <li>(8) Bidding Document and Notice inviting Bids</li> <li>(9) Addendum (if any)</li> </ul>
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### Conditions Precedent (GCC 3)

3.	3.1	Having signed the contract it shall come into effect on the date of its issuance.
4.	3.1 (b)	Not applicable

### Governing Language (GCC 4)

5.	4.1	The Governing Language shall be English
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### Applicable Law (GCC 5)

6.	5.1	The Applicable Law shall be: Laws of the Government of Pakistan and PPRA rules.
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### Performance Security (or Guarantee) (GCC 10)

7.	10.1	<p>The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: 5% of the total bid price (including GST)</p> <p>Time period of validity: shall be <b>12 months</b> from the date of completion of supply.</p>
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8.	10.3 (a) & (b)	<p>The Performance Security/Guarantee shall be in PKR issued in favour of Chief Executive Officer (CEO) HESCO and it shall be in the form as the per following:</p> <ul style="list-style-type: none"> <li>a. A bank guarantee issued by a scheduled bank of Pakistan in the form provided in the Bidding Documents.</li> <li>b. CDR/PO.</li> </ul> <p><b>Note:</b> The performance security from any insurance company will not be acceptable in any case and the bid shall be liable for rejection.</p>
	10.4	<p>After delivery and acceptance of the Goods, the Performance Security (or guarantee) shall be withheld to cover the Supplier's obligations in accordance with the SSC clause 14 &amp; 15 (Warranty GCC-18). The Performance Security (or guarantee) shall be extended by the firm in case any defect or replacement of material is claimed until the expiry/extended warranty period.</p>

### Inspections and Tests (GCC 11)

9.	11.1 11.2 11.3 11.4	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>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.</p> <p>The joint inspection shall be carried out at the manufacturer's/supplier's premises by the Chief Engineering (MI) PPMC Lahore or his authorized representative and HESCO representative. Notice in writing shall have to be given to the office of Chief Engineering PPMC and Manager Material Management HESCO simultaneously by the manufacturer/supplier when the store against the order is ready for inspection.</p> <p>The manufacturer/Supplier shall have to deposit Inspection Fee @ 0.5% of the cost of material on order while offering material for inspection in the Account of Chief Engineer (MI) PPMC.</p> <p>All expenses of Inspector(s) of HESCO shall be borne by the Tenderer including Boarding/ Lodging, Daily Allowance etc.</p>
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		<p>Stage inspection may be carried out, if necessary.</p> <p>All reasonable facilities as provided in the specification or followed by the industry or trade, in general, shall have to be accorded to the inspecting officers at your expense for carrying out the inspection.</p> <p>The Inspecting Officer may reject a part or the whole of the consignment tendered for inspection, if after inspection, such portion thereof as he may decide, on his discretion, he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order.</p> <p>The decision of the Inspecting Officer shall be binding on the supplier.</p> <p>If the stores are rejected as aforesaid, then without prejudice to the right of the Purchaser, the supplier may submit stores in replacement of those rejected but resubmission will not mean the extension of the delivery period.</p> <p>On final rejection, the purchaser shall have the following rights:</p> <ol style="list-style-type: none"> <li>To purchase the rejected goods at the supplier's cost and expense.</li> <li>To terminate the contract/PO and recover from the supplier the loss the Company, thereby incurs.</li> </ol> <p>HESCO reserves the right to re-inspect, re-test (at its own expense) and, where necessary, reject the Goods after the arrival at the final destination. This shall in no way be limited to or eased because of the Goods having previously been inspected, tested and passed by HESCO or its representative prior to the Goods' shipment. The decision of HESCO based on the reports of re-inspection and/or re-testing shall be binding on the manufacturer/supplier.</p>
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### Packaging (GCC 12)

10.	12.2	<p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification.</p> <p>The word "Hyderabad Electric Supply Company" or HESCO with PO No. &amp; year of manufacturing together with other essential markings as per the Specification shall be provided.</p>
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### Delivery and Documents (GCC 13)

11.	13.2	The Goods shall be supplied on FCS (Free Consignee Stores) at Regional Store HESCO MCPL Workshop Jamshoro /Nawabshah basis. The unloading of the goods shall be the responsibility of the Supplier.
12.	13.3	<p>Upon delivery of the Goods, the Supplier shall notify HESCO and mail the following documents to HESCO:</p> <ul style="list-style-type: none"> <li>i. one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>ii. delivery note, railway receipt, or truck receipt;</li> <li>iii. Manufacturer's or Supplier's warranty certificate;</li> <li>iv. Certificate to the effect that the prime material has been used in the manufacturing of Goods, and if any evidence of used/scrap material is found at a later stage the supplied Goods shall be replaced free of cost with the Goods having prime material. Also, if any manufacturing, design and/or inherent fault is detected at later stage the faulty Goods shall be replaced with Healthy Goods. The inspection procedure for the replaced goods shall be same as per the inspection requirement in the Technical Specifications and the Contract.</li> <li>v. inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection/test report; and</li> <li>vi. certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate.</li> </ul> <p>The above documents shall be received by HESCO before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>

#### Insurance (GCC 14)

13.	14.1	The Insurance shall be in an amount equal to 110 percent of the FCS value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
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#### Warranty (GCC 18)

14.	18.2	The warranty period shall be for a period of <b>12 months</b> from the date of completion of supply. The Supplier shall
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		be held responsible for all the losses and the unacceptable Goods shall be substituted with the acceptable Goods free of cost.
15.	<b>18.4 &amp; 18.5</b>	<p>Upon receipt of notice for correction of defects under the warranty period the manufacturer/supplier shall, within 45 days (or the period specified in Specification) and with all reasonable speed, repair or replace the defective Goods or parts thereof. The cost of lifting the defective Goods its subsequent repair or replacement and returning back to HESCO stores shall be borne by the supplier.</p> <p>If the supplied Goods or its part(s) is/are damaged during the warranty and need repair, its warranty period will be protected. The warranty period shall effectively remain active from the date of intimation of defective goods to the manufacturer/supplier and shall resume again once the defect has been removed and goods supplied back to HESCO stores. <b>For Example:</b> An item has a warranty period of 12 months. Its warranty starts on 1<sup>st</sup> January and it gets defective after its successful use/commissioning after 6 months on 5<sup>th</sup> July. The manufacturer/supplier is intimated about the defect on 7<sup>th</sup> July. The remaining warranty is 5 months and 23days. This remaining warranty period shall remain reserved. The item is lifted for repair on 15<sup>th</sup> July and returned to HESCO stores on 7<sup>th</sup> August. The remaining warranty of 5 months and 23 days will resume from 7<sup>th</sup> August.</p> <p>If the Goods under warranty period already repaired are damaged again (second time) the procedure mentioned for the first time damage shall be followed. Accordingly, the same procedure shall be followed for damage/defect for the third time. However, if the goods under warranty period are damaged for the third time the manufacturer/supplier shall be issued a Performance Certificate that will have an impact on its participation in future bids/tenders in HESCO.</p> <p>The warranty period of the entirely replaced item shall be as per the initial warranty period of new goods.</p> <p><i>NOTE: Liquidated Damages shall be applicable where there is a delay in delivery of material under the warranty claim. Liquidated Damages shall be applicable as per SCC clause 20.</i></p>

### Payment (GCC 18)

16.	<b>19.1</b>	The payment will be made directly by the Chief Financial
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	<p>Officer HESCO Hyderabad within (30) days on the presentation of the following documents:</p> <ol style="list-style-type: none"> <li>i. Invoice of the supplied material in triplicate.</li> <li>ii. Delivery Challan duly acknowledged and signed by the consignee.</li> <li>iii. GRN issued by concerned Deputy Manager, Regional Store HESCO.</li> <li>iv. Warranty Certificate.</li> <li>v. Inspection Certificate issued by Chief Engineer, (MI) PPMC or his authorized representative.</li> <li>vi. Confirmation letter of acceptance of performance Bond/Security by the Manager (MM) HESCO.</li> <li>vii. Confirmation letter by the Manager (MM) HESCO against each invoice claim regarding the adequacy of the validity of the Performance guarantee with respect to supplies / delivery.</li> <li>viii. Certificate to the effect that the billed amount has not been claimed or received earlier (Non-payment certificate).</li> <li>ix. Professional Tax paid certificate by the firm.</li> <li>x. All Federal &amp; Provincial Taxes will be applied as per prevailing laws.</li> <li>xi. Copy of General Sales Tax/Excise Duty Invoice.</li> <li>xii. The manufacturer/supplier in its invoices shall also give an undertaking, in case of omission of any deductible amount; HESCO's claim at any later stage (through pre-audit / post audit) shall be acceptable to them.</li> <li>xiii. As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, the payment to the registered persons may be linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL his payment should be stopped till he files his mandatory returns and appears on ATL of FBR.</li> </ol>
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***PARTIAL DELIVERIES AND PARTIAL PAYMENTS ARE ALLOWED.***

The amount of 18% sales tax will be reimbursed by the Chief Financial Officer HESCO Hyderabad as under:

- i. Sales Tax return cum payment Challan for the month of delivery of material.
- ii. Copy of GRN duly stamped and signed by the respective consignees.
- iii. Sales Tax Invoice as per GRN above.

		<p>iv. Any increase/decrease in the existing tariff of custom duty/Sales tax or any other tax is imposed or charged by the Government of Pakistan/Provincial Government, the same will be adjusted by the Chief Financial Officer, HESCO Limited, Hyderabad on presentation of documentary evidence.</p> <p>In case the manufacturers who pay lump-sum Sales Tax, they shall also submit an affidavit on non-judicial paper separately that "Challan includes the amount of Rs. _____ of Sales Tax for supply of material to HESCO against P.O. No. _____ dated. _____</p>
17.	19.3	Not applicable.
18.	19.5	All payments shall be made in PKR

### Prices (GCC 20)

19.	20.1 & 20.2	Prices shall not be adjusted. The offered price shall be firm and final.
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### Liquidated Damages (GCC 26)

20.	26.1	<p>If the supplier fails to deliver the Goods or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option, either:</p> <p>a) To recover from the supplier liquidated damages levied at the rate of two percent (2%) per month or a fraction thereof subject to a maximum of ten percent (10%) of the PO/contract price, except:</p> <ul style="list-style-type: none"> <li>• Where un-delivered stores hold up the use of other stores, liquidated damages shall be levied on the total value of the contract/PO.</li> <li>• The recovery of liquidated damages mentioned above can be effected from any payment due to the supplier from any unit of HESCO Or</li> </ul> <p>b) To purchase from elsewhere, without notice to the supplier, at the supplier's risk and cost, the stores not delivered, without canceling the contract/PO in respect of the consignment not yet due for delivery Or</p> <p>c) To cancel the contract/PO at the supplier's risk and cost.</p> <p>In the event of action being taken under (b) or (c) above, the supplier shall be liable for any loss which the purchaser may suffer on the account, but the supplier shall not be</p>
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		entitled to any gain on repurchase made against the supply order.
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### Procedure for Dispute Resolution (GCC 32)

21.	32.1	As per the Laws of Government of Pakistan.
22.	32.3	<p>(a) <b><u>For Contracts to be entered with foreign Contractor/ Service Provider:</u></b>  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>(b) <b><u>For Contracts to be entered with nationals of Pakistan:</u></b></p> <ol style="list-style-type: none"> <li>1. If any dispute of any kind whatsoever shall arise between HESCO 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 or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</li> <li>2. At future of negotiation the dispute shall be resolved through mediation and Chief Supply Chain Management Officer HESCO shall act as Arbitrator/mediator.</li> <li>3. 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 Arbitration shall take place in HESCO Hyderabad and proceedings will be conducted in English language.</li> <li>4. 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.</li> </ol>

		<p>5. 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>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that HESCO shall pay the Supplier any monies due to the Supplier.</p> <p><b>Furthermore, the supplier agrees that the territorial jurisdiction of the litigation shall be Hyderabad District. No court other than Hyderabad District will entertain any judicial matter in respect thereto.</b></p>
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### Notices (GCC 35)

23.	35.1	<p>— Procuring Agency's address for notice purposes:</p> <p>Manager Material Management HESCO, Room No.237, 2nd Floor, Wapda Offices Complex, Hussainabad Hyderabad. Telephone: 92-229260127 Fax No. 92-22-3820254 E-mail: mmmhesco@yahoo.com</p> <p>—Supplier's address for notice purposes:</p>
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