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**PAKISTAN RAILWAYS**  
**Divisional Office, Peshawar**

**BIDDING DOCUMENTS**

FOR

**SUPPLYING, STACKING AND LOADING INTO**  
**RAILWAY WAGONS 10,00,000 CFT 2" (50 MM) SIZE**  
**MECHANICALLY CRUSHED STONE BALLAST AT**  
**BURHAN RAILWAY STATION.**

Advertised Bidding Notice No.1012-WA/13/PSC/2025-26

Opening Date: **27.03.2026**

Bidding procedure: **Single Stage-Single Envelope**

**DIVISIONAL SUPERINTENDENT**  
**PAKISTAN RAILWAYS,**  
**PESHAWAR**

**Bidder**

**Purchaser**

A handwritten signature in blue ink, appearing to be a stylized name, positioned above the 'Purchaser' label.

# PART-A

## BIDDING PROCEDURE & REQUIREMENTS

### SECTION I: INVITATION TO BIDS

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# **PAKISTAN RAILWAYS**

## **OFFICE OF THE DIVISIONAL SUPERINTENDENT,, PAKISTAN RAILWAYS, PESHAWAR.**

### **Invitation to Bids**

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

1. This Invitation to Bids follows the Procurement Notice (PN) or Procurement Advertisement (PA) No. 1012-WA/13/PSC/2025-26 for the subject Procurement which appeared in PPRA as well as in Newspapers vide dated \_\_\_\_\_ (Daily "\_\_\_\_\_ News").

The Procuring Agency has reserved the funds 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 payment under the contract for the **SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS 10,00,000 CFT 2" (50 MM) SIZE MECHANICALLY CRUSHED STONE BALLAST AT BURHAN RAILWAY STATION AS PER RAILWAY STANDARD SPECIFICATIONS (WITH ALL TAXES INCLUDING SALES TAX).**

1. The Divisional Superintendent, Pakistan Railways, Peshawar now invites sealed bids from eligible Suppliers/Bidders/Firms of Stone Ballast (By Rail, Road or other means).
2. The bidding shall be conducted in line with the Single Stage Single Envelope procedure of the Public Procurement Rules 4004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
3. All bids must be accompanied by a Bid Security in an acceptable form as per bidding documents, amount of Rs.(2,000,000/-).
4. The properly filled bid is required to be uploaded on EPADS besides enclosed in sealed envelope and original Call deposit / security money separately which is required to be submitted Works Account branch Divisional Superintendent office, Pakistan Railways, Peshawar at or before **11:00 hours on 27-03-2026**. The bids will be opened at 11:30 hours on the same day i.e. 27-03-2026 in public and in the presence of bidders' representatives who choose to attend in the opening at the office of Divisional Accounts Office / Pakistan Railways, Peshawar.

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**SECTION II: INSTRUCTION TO BIDDERS (ITBs)**

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## A. INTRODUCTION

<b>1. Scope of Bid</b>	1.1	The Procuring Agency (PA), as indicated in the <b>Bid Data Sheet (BDS)</b> invites Bids for the provision of Goods as specified in the BDS and <b>Section V - Technical Specifications &amp; Schedule of Requirements</b> . The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the <b>BDS</b> .
<b>2. Source of Funds</b>	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
<b>3. Eligible Bidders</b>	3.1	A Bidder may be 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 execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. <i>(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i>
	3.2	The appointment of 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	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 proposed contract to be performed by each party and each party shall be

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	3.5	evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.6 .	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan.
	3.7	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. 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:
<u>Bidder</u>		<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</li> </ul>



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		<p>influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or</p> <p>f) Submit more than one Bid in this Bidding process.</p>
	3.8	<p>A Bidder may be ineligible if –</p> <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	<p>Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p>
	3.10	<p>Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.</p>
	3.11	<p>Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid</p>

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		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 the section-4 titled as "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 differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
	4.4	To establish the eligibility of the Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
	4.5	If so required in the <b>BDS</b> , the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid.
<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 member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
<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.

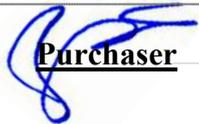
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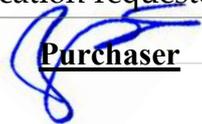
## B. BIDDING DOCUMENTS

<p><b>7. Contents of Bidding Documents</b></p>	<p>7.1</p>	<p>The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p><b>Section I</b> -Invitation to Bids  <b>Section II</b> Instructions to Bidders (ITBs)  <b>Section III</b> Bid Data Sheet (BDS)  <b>Section IV</b> Eligible Countries  <b>Section V</b> Technical Specifications, Schedule of Requirements  <b>Section VI</b> Forms – Bid  <b>Section VII</b> General Conditions of Contract (GCC)  <b>Section VIII</b> Special Conditions of Contract (SCC)  <b>Section IX</b> Contract Forms</p>
	<p>7.2</p>	<p>The number of copies to be completed and returned with the Bid is specified in the <b>BDS</b>.</p>
	<p>7.4</p>	<p>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 from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.</p>
	<p>7.5</p>	<p>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.</p>
<p><b>8. Clarification of Bidding Documents</b></p>	<p>8.1</p>	<p>A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the <b>BDS</b>.</p>
	<p>8.2</p>	<p>The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for</p>

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		clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in <b>ITB 23.1</b> . However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.  In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
	8.4	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 <b>ITB 9</b> .
	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 pursuant 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 own initiative or in response to a clarification requested by a

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		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 pursuant to <b>ITB 7.1</b> and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:</p> <p>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</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:</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>

### C. PREPARATION OF BIDS

<b>10. Language of Bid</b>	10.1	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 <b>BDS</b> . 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 <b>BDS</b> , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
<b>11. Documents and Sample(s) Constituting the Bid</b>	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <p>a) Form of Bid and Bid Prices completed in accordance with <b>ITB 14 and 15</b>;</p>

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	<ul style="list-style-type: none"> <li>b) Details of the Sample(s) where applicable and requested in the <b>BDS</b>.</li> <li>c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;</li> <li>d) Documentary evidence established in accordance with <b>ITB 13.3(a)</b> 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;</li> <li>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;</li> <li>f) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 18</b>;</li> <li>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</li> <li>h) Any other document required in the <b>BDS</b>.</li> </ul>
11.2	<p>Where a sample(s) is required by a procuring agency, the sample shall be:</p> <ul style="list-style-type: none"> <li>(a) submitted as part of the bid, in the quantities, dimensions and other details requested in the <b>BDS</b>;-</li> <li>(b) carriage paid;</li> <li>(c) received on, or before, the closing time and date for the submission of bids; and</li> <li>(d) evaluated to determine compliance with all characteristics listed in the <b>BDS</b>.</li> </ul>

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	11.3	<p>The Procuring Agency shall retain the sample(s) of the successful Bidder. A 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 Procuring Agency shall not be returned to a Bidder nor shall a 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 contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).</p>
<p><b>12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents</b></p>	12.1	<p>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.</p>
	12.2	<p>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.</p>
	12.3	<p>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:</p> <p>a) a detailed description of the essential technical specifications and performance characteristics of the</p>
<p><b><u>Bidder</u></b></p>		<p><b><u>Purchaser</u></b></p> 

		<p>Goods;</p> <p>b) 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;</p> <p>c) any other procurement specific documentation requirement as stated in the <b>BDS</b>.</p>
	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 <b>specified in the BDS</b> 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 <b>ITB 11</b> , 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

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		defined in Section-4 titled as "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 Procuring Agency that:</p> <p>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;</p> <p>b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b>.</p> <p>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.</p> <p>d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
<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 in 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

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		<p>the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <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, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</li> </ul>
	15.4	The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b> shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	Prices indicated on the Price Schedule shall be entered separately in the following manner:
		<p>a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad):</p> <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: <ul style="list-style-type: none"> <li>A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory;</li> <li>or</li> <li>B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</li> </ul> </li> <li>ii) all applicable taxes which will be payable on the goods if the contract is awarded.</li> </ul>
<b><u>Bidder</u></b>		 <b><u>Purchaser</u></b>

	<p>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the <b>BDS</b>.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the <b>BDS</b>.</p> <p>b) 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 Procuring Agency's country, as specified in the <b>BDS</b>. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or</p> <p>ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the <b>BDS</b>. or</p> <p>iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the <b>BDS</b>.</p> <p>iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the <b>BDS</b>.</p> <p>v) the price of (incidental) services, if any, listed in the <b>BDS</b>.</p>
<p><b>Bidder</b></p>	<p>15.7 Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -</p> <p style="text-align: right;"> <b>Purchaser</b></p>

		<p>a) <b>For Goods: -</b></p> <p>i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the <b>BDS</b></p> <p>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</p> <p>b) <b>For Related Services</b></p> <p>i) The price of the related services, and</p> <p>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.</p>
	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	15.9	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
<b>16. Bid Currencies</b>	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>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 <b>BDS</b>.</p> <p>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</p>

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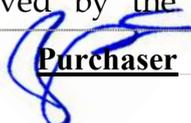
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		originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the <b>SCC</b> are reasonable and responsive to <b>ITB 16.1</b> .
<b>17. Bid Validity Period</b>	17.1	Bids shall remain valid for the period specified in the <b>BDS</b> after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under <b>ITB 18</b> 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

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		for the period of the extension, and in compliance with <b>ITB 18</b> in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
<b>18. Bid Security or Bid Securing Declaration</b>	18.1	Pursuant to <b>ITB 11</b> , unless otherwise specified in the <b>BDS</b> , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Forms)</b> .
	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 <b>ITB 18.9</b> .
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the <b>BDS</b>
	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 <b>Section VI (Standard Forms)</b> or another form approved by the Procuring

Bidder

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		Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>ITB 18.9</b> are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 18.1 or 18.3</b> shall be rejected by the Procuring Agency as non-responsive, pursuant to <b>ITB 28</b> .
	18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to <b>ITB 17</b>. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</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 a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;</li> <li>(c) the rejection by the Procuring Agency of all Bids;</li> <li>(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.</li> </ul>
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to <b>ITB 41</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB 42</b> .
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>a) if a Bidder: <ul style="list-style-type: none"> <li>i) withdraws its Bid during the period of Bid Validity</li> </ul> </li> </ul>

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		<p>as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in <b>ITB 17.2</b>; or</p> <p>ii) does not accept the correction of errors pursuant to <b>ITB 30.3</b>; or</p> <p>b) in the case of a successful Bidder, if the Bidder fails:</p> <p>i) to sign the contract in accordance with <b>ITB 41</b>; or</p> <p>ii) to furnish performance security (or guarantee) in accordance with <b>ITB 42</b>.</p>
<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 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 different schedule for 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 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 <u><b>Purchaser</b></u>

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		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 20.1 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 <b>BDS</b> , 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 Single Envelope Procedure, the Bid shall include only the copies of 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 <b>BDS</b> 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.

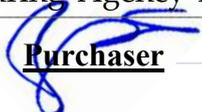
#### D. SUBMISSION OF BIDS

<b>22. Sealing and Marking of Bids</b>	22.1	In case of Single Stage Single Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. <b>Note:</b> <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-4004.</i>
	22.2	The inner and outer envelopes shall:  a) be addressed to the Procuring Agency at the address

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		<p>given in the <b>BDS</b>; and</p> <p>b) bear the title of the subject procurement or Project name, as the case may be as indicated in the <b>BDS</b>, the Invitation to Bids (ITB) title and number indicated in the <b>BDS</b>, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the <b>BDS</b>, pursuant to <b>ITB 23.1</b>.</p>
	22.3	<p>In case of Single Stage Four Envelope Procedure, The Bid shall <del>comprise</del> Four envelopes submitted seriously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:</p> <p>a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.</p> <p>b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>c) (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.</p>
		<p>22.4 The inner and outer envelopes shall:</p> <p>a) be addressed to the Procuring Agency at the address provided in the Bidding Data;</p> <p>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>.</p> <p>c) In addition to the identification required in Sub-Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.24</p>
		<p>If all envelopes are not sealed and marked as required by <b>ITB 22.2</b> , <b>ITB 22.3</b> and <b>ITB 22.4</b> or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.</p>
<b>23. Deadline for</b>	23.1	Bids shall be received by the Procuring Agency no later

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<i>Submission of Bids</i>		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 for evaluation any Bid 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	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in <b>ITB 22</b> .

#### 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

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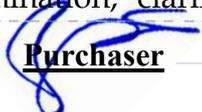
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	26.4	<p>Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>Next, outer envelopes marked "MODIFICATION" shall</p>
	26.5	<p>be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Four 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.</p> <p>Other envelopes holding the Bids shall be opened one at</p>
	26.6	<p>a time, in case of Single Stage Single Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.</p> <p>In case of Single Stage Four Envelope Procedure, the</p>
	26.7	<p>Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the <b>BDS</b> in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.</p> <p>The envelopes holding the Technical Proposals shall be</p>
		<p>opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid</p>

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		Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out 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 case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
<b>27. Confidentiality</b>	27.1	Information relating to the examination, clarification,

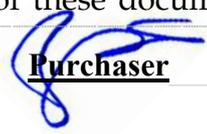
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		evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	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 record of the content of 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 breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Four Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage Single 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 which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents.</li> </ul>
	28.4	change in the ranking of the bidder From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring

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		Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
<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 Bidders obligations under the Contract; or</li> <li>c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul>
	29.3	The Procuring Agency will confirm that the documents and information specified under <b>ITB 11, 12</b> and <b>13</b> have been provided in the Bid. If any of these documents or

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		information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
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, 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 failure of a bidder to –</i></p> <ul style="list-style-type: none"> <li>(a) <i>Submit the number of copies of signed bids required by the invitation;</i></li> <li>(b) <i>Furnish required information concerning the number of its employees;</i></li> <li>(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></li> </ul>
29.5		<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</p>

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		request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
<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 GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22, to confirm that all requirements specified in <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 ITB 29, it shall reject the Bid.
<b>31. Correction of Errors</b>	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - <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-</li> </ul>

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		<p>totals shall prevail and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p>
	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> .
	32.1	To facilitate evaluation and comparison, the Procuring
<b>32. Conversion to Single Currency</b>		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> .
	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB 29</b> .
<b>33. Evaluation of Bids</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

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		Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	<p>The Procuring Agency's evaluation of a Bid will take into account:</p> <p>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;</p> <p>b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and</p>
	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> <p>a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination.</p> <p>b) delivery schedule offered in the Bid;</p> <p>c) deviations in payment schedule from that specified in the Special Conditions of Contract;</p> <p>d) the cost of components, mandatory spare parts, and service;</p> <p>e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the</p>
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		<p>Bid;</p> <p>f) the projected operating and maintenance costs during the life of the equipment;</p> <p>g) the performance and productivity of the equipment offered; and/or</p> <p>h) other specific criteria indicated in the <b>TBS</b> and/or in the Technical Specifications.</p>
<p><b><u>Bidder</u></b></p>	<p>33.5</p>	<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 GJA station yard 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 PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight 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</p> <p style="text-align: right;"><b><u>Purchaser</u></b></p>

percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

**Or**

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

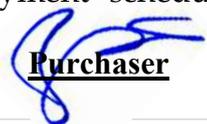
**Or**

- (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the **BDS**, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

- i) Bidders shall state their Bid price for the payment schedule outlined in the **SCC**. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and

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indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.

Or

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

*(d) Cost of spare parts*

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

Or

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

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

*(e) Spare parts and after sales service facilities in Pakistan*

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

*(f) Operating and maintenance costs*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **BDS** or in the Technical Specifications.

*(i) Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **BDS** will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **BDS** or in the Technical Specifications.

Or

(ii) Goods offered shall have a minimum productivity specified under the relevant

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		<p>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 Specifications.</p> <p>(ii) <i>Specific additional criteria.</i></p> <p>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>
	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 case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price—from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.

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	35.2	<p>The Procuring Agency may adopt the Quality &amp; Cost Based Selection Technique due to the following Four reasons:</p> <ol style="list-style-type: none"> <li>i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or</li> <li>ii. 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> </ol> <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-4004.</p>
<p><b>36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal</b></p>	36.1	<p>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 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 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 determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ol style="list-style-type: none"> <li>(a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in</li> </ol>

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combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;

(b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;

(c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;

(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and

(e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.

Guidance for Procuring Agency:

In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

- (i) Comparing the bid price with the cost estimate;
- (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
- (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

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	36.3	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

#### 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> <p>a) eligible in accordance with the provisions of ITB 3;</p>
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		<p>b) is determined to be qualified to perform the Contract satisfactorily; and</p> <p>c) Successful negotiations have been concluded, if any.</p>
<b>38. Negotiations</b>	38.1	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <p>(a) a minor alteration to the technical details of the statement of requirements;</p> <p>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</p> <p>(c) a minor amendment to the special conditions of Contract;</p> <p>(d) finalizing payment arrangements;</p> <p>(e) delivery arrangements;</p> <p>(f) the methodology for provision of related services; or</p> <p>(g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	38.2	<p>Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.</p>
<b>39. Procuring Agency's Right to reject All Bids</b>	39.1	<p>Notwithstanding <b>ITB 37</b>, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.</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>

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40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	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> .
42. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and <b>after fulfillment of all conditions precedent</b> of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.

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	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	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.
	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> <p>(a) certified cheque, cashier's or manager's cheque, or bank draft;</p> <p>(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;</p> <p>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</p> <p>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</p> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	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.
44. Advance Payment	44.1	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

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		prescribed in ITB 44.2.
	44.2	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 and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the <b>SCC</b> .
<b>45. Arbitrator</b>	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the <b>SCC</b> .
<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 to engage in any corrupt and fraudulent practices.

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

<b>47. Constitution of Grievance Redressal</b>	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
<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.

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	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	<p>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:</p> <p>Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage single envelop bidding procedure is adopted.</p>
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

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## H. MECHANISM OF BLACKLISTING

<b>49. Mechanism of Blacklisting</b>	49.1	<p>The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 4004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; and</li> <li>iii. Fails to abide by the bid securing declaration;</li> </ul>
	49.2	<p>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.</p>

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	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 decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the

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		procuring agency.
	49.1 0	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.1 1	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.1 2	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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## SECTION III: BID DATA SHEET

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### *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
<b>A. Introduction</b>		
1.	1.1	<p><i>Name of Procuring Agency:</i> <u>Divisional Superintendent, Pakistan Railways, Peshawar.</u></p> <p><i>The subject of procurement is:</i> <b><u>SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS 10,00,000 CFT 2" (50 MM) SIZE MECHANICALLY CRUSHED STONE BALLAST AT BURHAN RAILWAY STATION AS PER RAILWAY STANDARD SPECIFICATIONS (WITH ALL TAXES INCLUDING SALES TAX).</u></b></p> <p><i>Period for delivery of goods:</i> <u>12 months</u></p> <p><i>Commencement date for delivery of Goods:</i> <u>Within 14 days after issuance of agreement letter.</u></p> <p><i>Source of Funding:</i> Revnue</p> <p><b><u>Brief Scope of Work is as under: -</u></b></p> <p>a. Tendered material (Stone Ballast) is used on Railway Track to provide a resilient bed for smooth transformation of Railway Axle Load to the formation below. Material is required to be supplied according to attached Technical Specifications.</p> <p>b. Bids/Tenders shall be submitted on bid/tender form appended with these bidding documents.</p> <p><b><u>The bidders are required to submit following at the time of submission of bids: -</u></b></p> <p>The bidders shall examine carefully all the bidding documents consisting of the tender notice, Tender/Bid form, instructions to bidders, special conditions and general conditions of contract, specifications, forms, Annexures and schedules. He may visit and inspect the factory and site of source of supply at his own expenses and obtain all information which may be necessary for the purpose of tendering. Any plea on the grounds that the bidder was not aware of site conditions shall not be acceptable and shall not relieve the bidder of his contractual obligations.</p>

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2	2.1	<p><i>Financial year for the operations of the Procuring Agency:</i> <u>2025-2026</u></p> <p><i>Name of financing institution:</i> <u>Divisional Superintendent, Pakistan Railways, Peshawar.</u></p> <p><i>Name and identification number of the Contract:</i> <b>SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS 10,00,000 CFT 2" (50 MM) SIZE MECHANICALLY CRUSHED STONE BALLAST AT BURHAN RAILWAY STATION AS PER RAILWAY STANDARD SPECIFICATIONS (WITH ALL TAXES INCLUDING SALES TAX).</b></p>
3.	3.1	<i>Maximum number of members in the joint venture, Consortium or association shall be:</i> <u>JV's are not allowed.</u>
4.	4.1	<i>Ineligible country(s) is or are India &amp; Israel (as list attached)</i>
	4.5	<i>Demonstration of authorization by manufacturer:</i> <u>Not required.</u>

### B. Bidding Documents

5.	7.2	<i>The documents to be completed and returned in original. <u>No additional copies are required.</u></i>
6.	8.1	<i>The address for clarification of Bidding Documents is:</i> <u>Divisional Superintendent, Pakistan Railways, Peshawar.</u> -
	8.5	<i>Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the venue, time, and date of the pre-Bid meeting:</i>  <u>Pre-bid meeting will not be held.</u>

### C. Preparation of Bids

7.	10.1	<i>The Language of all correspondences and documents related to the Bid is:</i> <u>English</u>
8.	11.1 (b) & 11.2	<i>Detail of sample(s) to be submitted with the Bid are:</i> <u>Not required</u>

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9.	11.1 (h)	<p><i>In addition to the documents stated in ITB 11, the following documents must be included with the Bid:</i></p> <ol style="list-style-type: none"> <li>1. <u>Registration of Sales Tax &amp; Income Tax.</u></li> <li>2. <u>Status on Active Tax Payer List (ATL) of FBR.</u></li> <li>3. <u>PEC certificate</u></li> <li>4. <u>Other registration documents of the firm.</u></li> </ol>
10.	12.3 (c)	<p><i>Other procurement specific documentation requirements are:</i> <u>Stone Ballast is to be supplied according to technical specifications. The documentary evidence to this effect is to be provided by the contractors at the time of supply of material.</u></p>
11.	12.4	<p><u>Not applicable.</u></p>
12.	13.3 (b)	<p><i>The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: [list criteria].</i></p> <p><u>Not applicable being single stage single envelope Tender. However, responsiveness of the bidders shall be examined as per check list attached as Annexure-“A”. The bids found non responsive shall be rejected, without consideration of quoted rates.</u></p>

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13.	15.6 15.7 (a) (iii), (iv) (optional)	<ul style="list-style-type: none"> <li>➤ For goods manufactured from within Pakistan the price quoted shall be the full inclusive value of the finished work described herein (complete in place). It shall include profit of contractor, transportation charges by road up to <b>Burhan Railway Station</b> (Peshawar Division), un-loading, stacking &amp; loading into Railway Wagons and all obligations of every kind to be borne by the contractor under the contract, including all taxes, duties, royalties (Provisional/Municipal) mineral tax, toll tax, sales tax or any other tax to be borne by the contractor, mobilization and use of tools, plants, equipment and transport required by the contractor for fulfillment of his obligations under the contract. The rate includes cost of labour, material and all lead, lift, loading, unloading, handling, re-handling, stacking, restacking, octroi, mining charges, royalty, local and all other Govt. duties / taxes, sales tax etc.</li> <li>➤ The prices / rates are to be quoted as per format of price schedule for domestic goods.</li> <li>➤ The actual sum to be paid to the contractor in case tender is accepted shall be determined by measuring the work actually done in accordance with the contract and valuing it at the rate or prices quoted by the contractor in the accepted tender.</li> </ul>
14.	15.7 (a) (i) & 15.6 (b) (i)  (ii), (iii) (optional) (iv), (v) (optional)	<p><i>For goods offered from abroad the price quoted shall be: [insert]</i></p> <p><u>Not applicable.</u></p>
	15.9	<i>The price shall be fixed.</i>

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15.	16.1 (a)	a) <i>For goods and related services originating in Pakistan the currency of the Bid shall be: <u>Pakistani Rupees.</u></i> b) <i>For goods and related services originating outside Pakistan, the Bidder shall express its Bid in any convertible currency: <u>Not applicable.</u></i>
16.	16.2	<u>Not applicable.</u>
17.	17.1	<i>The Bid Validity period shall be: <u>120 days.</u></i>
18.	18.1	<i>The amount of Bid Security shall be: <u>Rs.2,000,000/- in the name of Divisional Accounts Officer, Pakistan Railways, Peshawar in form of CDR or Bank Draft or Pay Order from scheduled bank.</u></i>  <i>The currency of the Bid Security shall be: <u>Pakistani Rupees.</u></i> Or <i>Indicate whether Bid Securing Declaration is applicable: <u>Not applicable.</u></i>
19.	18.3	<i>The Bid Security shall be in the form of: <u>CDR/ Bank Draft/ Pay Order.</u></i>
20.	18.3 (c)	<i>Other forms of security are: <u>CDR, Bank Draft or Pay Order.</u></i>
21.	19.1	<i>Alternative Bids to the requirements of the Bidding Documents <u>will not be permitted.</u></i>
22.	21.2	<i>The number of copies of the Bid to be completed and returned shall be <u>one No. (in original).</u></i> The quotations by Fax/Cable Telegrams/Telephones/Teleprinters shall not be considered.

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23.	21.2	<p><b>Written confirmation of authorization is Power of Attorney:</b></p> <p>In the event of a tender being submitted by a firm it must be signed separately by each member thereof, or it must be signed on their behalf by a person holding a power-of-attorney duly notarized authorizing him to do so, and in the case of a company, the tender should be executed in the manner laid down in the said company's Articles of Association.</p> <p>A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.</p>
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#### D. Submission of Bids

24.	22.2 (a)	<p><b><u>Bid shall be submitted/ properly filled bid is required to be uploaded on EPADS besides enclosed in sealed envelope and CDR / Earnest money separately which is required to be submitted in the Works Accounts Branch Divisional Superintendent Office / Pakistan Railways / Peshawar.</u></b></p> <p><b><u>Street address: Divisional Superintendent Office / Pakistan Railways / Peshawar Cantt:</u></b></p> <p><b><u>Building/Plot No. Divisional Superintendent Office</u></b></p> <p><b><u>Floor/Room No.: First Floor</u></b></p> <p><b><u>City/Town: Peshawar</u></b></p>
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25.	22.2 (b)	<p><i>Title of the subject Procurement or Project name:</i>  <b>SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS 10,00,000 CFT 2" (50 MM) SIZE MECHANICALLY CRUSHED STONE BALLAST AT BURHAN RAILWAY STATION AS PER RAILWAY STANDARD SPECIFICATIONS (WITH ALL TAXES INCLUDING SALES TAX).</b></p> <p><i>.ITB title and No.</i> <b>SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS 10,00,000 CFT 2" (50 MM) SIZE MECHANICALLY CRUSHED STONE BALLAST AT BURHAN RAILWAY STATION AS PER RAILWAY STANDARD SPECIFICATIONS (WITH ALL TAXES INCLUDING SALES TAX).</b></p> <p><b><u>No.1012-WA/13/PSC/2025-26</u></b></p> <p><i>Time and date for submission:</i> <b><u>At or before 11:00 hours on 27-03-2026.</u></b></p>
26.	23.1	<p><i>The deadline for Bid submission is:</i></p> <p>a) Day: <i>Friday</i></p> <p>b) Date: <i>27-03-2026</i></p> <p>c) Time: <b><u>At or before 11:00 hours</u></b></p>

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**Purchaser**

## E. Opening and Evaluation of Bids

27.	26.1	<p><i>The Bid opening shall take place at: <u>Office of the Divisional Accounts Officer / P.R / Peshawar.</u></i></p> <p><i>Street address: <u>Divisional Superintendent / P.R / Peshawar..</u></i></p> <p><i>Street address: <u>Divisional Superintendent Office / Pakistan Railways / Peshawar Cantt:</u></i></p> <p><i>Building/Plot No. <u>Divisional Superintendent Office</u></i></p> <p><i>Floor/Room No.: <u>First Floor</u></i></p> <p><i>City/Town: <u>Peshawar</u></i></p> <p><i>Day : <u>Friday</u></i></p> <p><i>Date: <u>27-03-2026</u></i></p> <p><i>Time : <u>At 11s:30 Hours</u></i></p>
28.	32.2	<p><i>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <u>Pakistani Rupees</u></i></p> <p><i>The source of exchange rate shall be: <u>Not applicable</u></i></p> <p><i>The date of exchange rate shall be: <u>Not Applicable.</u></i></p>
29.	35	<p><i><b>Evaluation Techniques Least Cost Based Selection (LCBS)</b></i></p> <p><i>After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.</i></p>
30.	33.4 (h)	<p><i><b>Other specific criteria are:</b></i></p> <p><i><u>Not applicable being single stage single envelope tender, however responsiveness of the bidder to the tender conditions shall be examined as per bid conditions. Any bidder who is found non responsive, their bid shall be rejected.</u></i></p>

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31.	33.5 (a)	<i>Inland transportation from CCM of entry/border point to [AENP], and insurance and incidentals. Bidder shall furnish:</i> <ul style="list-style-type: none"> <li>• <i>estimated dimensions and shipping weight of each package.</i></li> <li>• <i>approximate CCM/Applicable INCOTERM value of each package.</i></li> </ul> <u>Not applicable.</u>
32.	33.5 (b)	<i>Delivery schedule. <u>Completion within 12 Months.</u></i>  <i>Free delivery at <b>Burhan Railway Station (Peshawar Division)</b> including transportation, unloading &amp; loading into Railway Wagons, etc.</i>
33.	33.5 (c) (ii)	<i>Deviation in payment schedule “is not” applicable. Annual interest rate: <u>Not applicable</u></i>
34.	33.5 (d)	<i>Cost of spare parts: <u>Not applicable</u></i>
35.	33.5(e)	<i>Spare parts and after sales service facilities in Pakistan. <u>Not applicable</u></i>
36.	33.5 (f)	<i>Operating and maintenance costs. <u>Not applicable</u></i>
37.	33.5 (g)	<i>Performance and productivity of equipment. <u>Not applicable</u></i>
38.	33.5 (h)	<i>Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. <u>Not applicable</u></i>
39.	33.6	<i>In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is: <u>Not applicable</u></i>

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40.	34.1	<i>a) Domestic preference to apply.</i> <u>Not applicable</u>
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#### F. Award of Contract

41.	40.1	<i>Percentage for quantity increase 15% or decrease is: 5% variation is acceptable at the same terms &amp; conditions.</i>
42.	43.1	<i>The Performance Security (or guarantee) shall be: 5 % percent of the Contract Price. In addition, 5 % retention money shall be deducted from the contractor bills. Both the Performance Security as well as Retention Money shall be released on satisfactory completion of supplies at the time of final payment. The Performance Security shall be valid one month beyond the anticipated completion period as per bidding documents. The Performance Security must be obtained separately before execution of contract and Bid Security of successful bidder be returned upon receipt/verification of the Performance Security.</i>
43.	43.2	<i>The Performance Security (or guarantee) shall be in the form of: <u>Bank Draft, CDR or Pay Order.</u></i>
44.	44.1	<i>The Advance Payment if essential shall be limited to: <u>Not Applicable in this tender.</u></i>
45.	44.2	<i>Maximum amount of Advance payment shall be: <u>Not Applicable in this tender.</u></i>
46.	45.1	<i>Arbitrator shall be appointed by mutual consent of the both parties.</i>

#### G. Review of Procurement Decisions

47.	49.1	<i>The address of the Procuring Agency is: <u>Office of the Divisional Superintendent office / P.R / Peshawar.</u></i>
		<i>The Address of PPRA to submit a copy of grievance:  Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1<sup>st</sup> Floor, G-5/2, Islamabad, Pakistan. Tel: +92-51-9202254</i>

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## 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>

**Bidder**

  
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**SECTION V: TECHNICAL SPECIFICATIONS**

**Bidder**

  
**Purchaser**

## Technical Specifications

### TECHNICAL SPECIFICATION FOR STONE BALLAST.

**TS-1** Special Conditions of Contract for the supply of crushed stone ballast form Railway Quarries (W-2 July/1970 Headquarters) as well as the instructions laid down in joint Engineering Accounts & operating circular No.1/1979 with up to dated amendments shall strictly apply where relevant and applicable in addition to the following conditions. In case of any conflict, the conditions given below shall prevail.

**TS-2** DEFINITIONS & INTERPRETATIONS.

All definitions and interpretations as contained in the General Conditions as well as all provisions made therein shall apply in respect of this Contract unless the same have been augmented or supplemented by these Special Conditions.

**TS-3** SCHEDULE OF RATES AND PRICES.

The schedule of Rates and prices as applicable to this Contract shall be the Through Rates quoted by the tenderer in the tender in respect of supply of stone ballast and for loading separately. The rates quoted by the tenderer should be inclusive of all charges including Government Taxes, Royalty, if any and no other incidental charges shall be paid. The intention is that a contractor of private quarry should quote such rates as will compensate him for all the charges such as royalty, lead lift, stacking, handling re-handling, screening etc of the material and all other charges as may be incidental.

**TS-4** AGREEMENT.

The Contractor shall be called upon to enter into an agreement as per the clause No.20.3 of the General Conditions of the Contract. The agreement shall be signed by the contractor holding the power of attorney to act and sign on behalf of the contractor.

**TS-5** The tenderers shall inspect the stacking area to ascertain the best possible location for the installation of the requisite plant and Equipment for crushing, screening, stacking, loading etc, of the stone ballast. They shall enclose with their tenders tentative site plan for the installation of these facilities in case of Railway owned Quarry.

**TS-6** COMMENCEMENT OF WORK.

The contractor shall commence the work with due expedition after the issue of the letter of acceptance to the tenderer and signing of the agreement which ever is earlier.

**TS-7** The contractor shall arrange the supply and stack the material in the Railway Ballast Stacking Area in proper manner according to divisional plan.

**TS-8** DEMARCATION OF AREA.

The area used for the stacking of the stone ballast shall be separately laid out to the satisfaction of the Engineer's representative and shall confirm to the approved drawing (if any). All these stacking areas shall be leveled off by the contractor as required at his own cost to the satisfaction of Engineer's representative before commencement of work. The stacking shall be done in areas from where material is being loaded

**TS-9-Source**

9.1 The boulders/blasted rock shall be brought from a source approved by the "Purchaser" after assurance of characteristic limits of stone.

9.1(a) In order to select areas having stone of the specified quality, the Supplier shall carry out necessary tests, at his own cost. Such areas shall be clearly demarcated by the Supplier and got approved from the Purchaser before commencing the crushing and supplies.

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- 9.2 In order to select areas having stone of the specified quality, the Supplier shall carry out necessary tests, at his own cost. Such areas shall be clearly demarcated by the Supplier and got approved from the "Purchaser" before commencing the crushing and supplies.
- 9.3 In case of unsatisfactory quality or quantity of ballast from a source in terms of size, shape, specific gravity and Los Angeles abrasion value etc., the supplier will have to stop the supply from current source and start from other approved source / quarry as indicated by the purchaser through site engineer. Any type of refusal or negative response from the supplier will tend towards legal proceedings as per terms and conditions.

#### **TS-10 - Quality:**

- 10.1 The quality of the rock and crushing process shall be such as to obtain polyhydric shape with similar dimensions in all directions to avoid elongated/flaky ballast. Stone ballast shall be mechanically crushed.
- 10.2 The ballast stone should be hard, durable and tough of uniform texture. Only best stone available at the quarry shall be used.
- 10.3 In case, ballast has been crushed from water borne boulders, no individual boulder shall weigh less than 10 Kg or less than 8" (400 mm) in diameter.

#### **TS-11 -Characteristic Limits:**

- 11.1 The stone to be used as ballast to be laid in track shall conform to the following specifications:-

<b>S.#</b>	<b>Test Description</b>	<b>Railway Limits</b>	<b>Test Standards</b>
01	Los Angeles abrasion	Less than (<) 28%	ASTM C535-69
02	Bulk specific gravity	Greater than (>) 2.60	ASTM C127-01
03	Wet attrition	Less than (<) 2%	ASTM C127-01
04	Flakiness index	Less than (<) 25%	ASTM D4791-99
05	Elongation index	Less than (<) 20%	ASTM D4791-99
06	Sodium/Magnesium Sulphate soundness	Less than (<) 5%	ASTM C88-76
07	Impact Value	Less than (<) 20%	BS.812

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08	Cursing Value	Less than (<)25%	BS.812
09	Mill Abrasion	Less than (<) 04%	

The above characteristic limits shall be strictly observed.

### TS-12 - Size and Gradation

12.1 The ballast shall comply with the following gradations:-  
**50 mm (2 Inch) gauge ballast.**

Nominal Size Square Opening	PERCENT PASSING					
	65 mm	50mm	40 mm	25 mm	20 mm	13 mm
<b>65mm - 25 mm</b>	100%	95% to 100%	35% to 70%	0 to 15%	-	0 to 5%

Ballast of size 50mm (2 Inches) gauge shall pass:

- 100% by weight through a 65mm square mesh sieve,
- 95 to 100% by weight through a 50 mm square mesh sieve,
- 35 to 70% by weight through 40 mm square mesh sieve,
- 0 to 15% by weight through 25 mm square mesh sieve
- 0 to 5% by weight through 13 mm square mesh sieve.

**25 mm (1 Inch) gauge ballast.**

Nominal Size Square Opening	PERCENT PASSING		
	35 mm	25 mm	20 mm
<b>35 mm - 20 mm</b>	100%	20% to 30%	0% to 2%

Ballast of size 25 mm (1 Inches) gauge shall pass:

- 100% by weight through a 35mm square mesh sieve,

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- 20 to 30% by weight through a 25 mm square mesh sieve,
- 0 to 2% by weight through a 25 mm square mesh sieve.

**Ballast with one or Four rounded sides.**

When ballast is crushed from water borne boulders, one or Four sides rounded fragments in supply of stone ballast shall not exceed 10% by weight.

**TS-13 - Measurements:**

- 13.1 The ballast shall be measured in stacks on ground but it may be measured in trucks when so approved by the "Purchaser" in writing in which case recovery @ 3% towards the cost of stacking not done shall be made from the Supplier. The unit of measurement shall be cubic feet.

The measurement for "loading of ballast into railway wagons" shall be on the basis of wagon measurements as recorded at the time of loading.

**TS-14 - Inspection of Quarry:**

- 14.1 The "Purchaser" or his authorized representative shall be at liberty to inspect the quarry to ensure that the quarrying / mining operations are being carried out as per provisions made in the Mining Act 1923.
- 14.2 The "Purchaser" or his authorized representative shall collect at least 3 random samples and get the tests carried out for verification of Characteristic Limits as specified in Clause TP-3 above.

**TS-15 - Ballast testing Schedule:**

- 15.1 The testing of crushed stone ballast shall be carried out as per following schedule:-
- i) At the start of the Contract Agreement:  
Supplier will provide 5 sample bags of 30 Kg each. All the six tests, as specified in Clause TP-3 (Characteristic Limits) shall be carried out under the supervision of AEN / Mining.
  - ii) When the layer changes in the quarry:  
Same testing procedure as mentioned in item -i above
  - iii) When the colour of the stone changes:

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**Purchaser**



- iv) Same testing procedure as mentioned in item -i above  
After supply of every 50,000 Cft:  
 Following tests shall be carried out:
- i. Los Angeles Abrasions Test.
  - ii. Specific Gravity Test.

15.2 Sieve Analysis shall be carried out at all above stages.

15.3 The "Purchaser" can direct for carrying out any of the specified tests, if deemed necessary, due any reason crop up during the course of supply.

15.4 The instructions laid down in Joint Engineering, Accounts and Operating Circular No. 1/1979 with upto date amendments shall strictly apply where relevant and applicable.

**TS-16-Quality Control & Assurance:**

16.1 In case the "Purchaser" is not satisfied with the ballast as regards its quality, gauge/size, gradation, formation of stacks, freedom from dirt as per laid down specifications and the provisions of the contract, he may opt for either of the following actions:-

16.1.1 To refuse to measure such ballast at all, giving reasons in writing to the Supplier for doing so and reject the stack. The stacks rejected by the "Purchaser" or his representative shall be removed from the railway stacking area within the time specified by the "Purchaser" / Incharge, otherwise the same shall be removed by the "Purchaser" at the expense of the Supplier.

16.1.2 To call upon the Supplier, in writing, to screen the dirt and admixture from ballast or to break it to gauge or to restack it to proper dimensions or to do all these operations and take measures as may be required, prior to further inspections and measurements by fixed date, within the time stipulated by the "Purchaser".

16.1.3 To change the source as per terms and conditions of contract.

**TS-17 -Deployment of qualified Supervisor by the Supplier to supervise blasting:**

17.1 The Supplier shall employ qualified persons under whose directions all blasting, if required, shall be carried out. All rules and regulations laid down in the Explosive Act-1884, Explosive Rules 1940, Mines Act-1923 and Pakistan Mining Concession Rules 1986/1992 or any statutory amendment thereof and rules framed there under shall be complied with by the Supplier. The Supplier shall hold harmless and indemnify the Employer against any claims or damages on account of all his operations in the quarry.

**TS-18- Safety Arrangements:**

18.1 The Supplier shall be responsible for all safety precautions and arrangements in the quarry and at the site of un-loading and loading. The Supplier shall indemnify the Employer in respect of any loss or claim in this respect.

Bidder

  
Purchaser

**TS-19-Restriction on selling Crushed Stone:**

- 19.1 The Supplier shall not sell the crushed stone ballast stacked in railway premises to any Government Department, Corporation, Private body or Person. In the event of material finally rejected and directed to be removed by the "Purchaser" for which there is no demand from the "Purchaser", the same may be permitted by the "Purchaser" to be disposed-off by the Supplier to any other out-side agency.

**TS-20-Stack Preparation and Measurements:**

- 20.1 The space along the sides of the quarry siding should be divided up into a convenient number of zones and marked out on the ground by logs pitting, each zone being allotted a letter e.g. A.B.C. etc.
- 20.2 Collection and loading of ballast must not be done in the same zone together. Furthermore, when a zone has been filled with stacks, no further collection of ballast in that zone should be permitted until the whole of the ballast already collected has been removed. Similarly, when a zone is being filled, no loading from that zone should be permitted until the collection of ballast has been entirely completed.
- 20.3 Each stack of ballast should be serially numbered.
- 20.4 The measurements of the stacks, the zone letter and the number will be recorded in a measurement book, which will be maintained specially for this purpose. It will contain no other measurements of works. A separate register will be maintained at the quarry in which the above entries will be copied and the date of removal of stacks recorded.
- 20.5 The Supplier shall supply and load the ballast on equal quarterly basis or as directed by the "Purchaser". In case of unsatisfactory progress, the "Purchaser" shall be at liberty to initiate action as per provisions of the contract.
- 20.6 On the expiry of the Contract, the Supplier will have to hand over the quarry site clear of all the equipment and stone aggregate/refuse within a period of one month from the date of the expiry of the Contract, failing which the action will be initiated under the provisions of the Contract which may include confiscation of equipment and stone aggregate/refuse.

**TS-21-SIZE DIMENSIONS OF STACK.**

Unless otherwise specified by the Engineers, the minimum size of the stacks shall be 5000 Cft and height of 4 ft maximum 9 ft, length & width as per availability of space and slope 1:1. In the event of these instructions not being strictly followed and the stacks of lesser dimensions being made by the contractor a deduction of 5% shall be made on the measured quantities of such stacks.

- 21.1 The contract will be awarded for a period of 04-months for the supply and loading of the contract quantity of ballast.

**Bidder**

  
**Purchaser**

- 21.2 The prices quoted by the tenderer will be firm and final for 04-months from the date of execution of the contract agreement.
- 21.3 The tender will be floated for the quantity of ballast required to be supplied during the 04 months period and the earnest money/security will be got deposited accordingly.
- 21.4 In case sufficient Railway land is available in the quarry base it will be provided for the installation of the crushers, conveyors screens etc; by the Railway in case of Railway owned quarry. On the expiry of the contract, the contractor will have to restore vacant possession of such land to the Railway. In the condition in which it was taken over. In case of non-availability of suitable Railway land for the installation of the equipment the tenderer will have to made his own arrangements for the land at his own cost.

**TS-22-PAYMENT OF LEAD**

- 22.1 In the event of stacking, stacking zone being found to be in adequate, to contractor on no account shall stack material beyond 100ft from the central line of the nearest Railway track. No lead shall be allowed to the contractor for transporting the material from site of quarrying upto the stacking point or upto the wagons when directly or indirectly loaded from the site.

**TS-23-SUFFICIENCY OF LABOUR AND WAGONS.**

- 23.1 The contractor shall at all time provides sufficient labour, machinery to undertake the loading of the material into Railway trucks and wagons placed in the stacking area or allotted for loading within the time specified by the Engineer's representative.
- 23.2 Regular supply of wagons cannot be guaranteed and the contractor shall have no claim whatsoever for any wastage of labour and others. The contractor shall have to load all sorts of wagons supplied such as C.KC, BKF,KW and BKW.

**TS-24-LOADING OF TRUCKS OR WAGONS TO FULL CAPACITY.**

Railway trucks or wagons shall be loaded by the contractor to the full capacity on loading line, failing which the contractor shall be charged at the rate of Rs 5000/- per 100 Cft of such deficiencies. All such amounts will be deducted from the contractor's bill.

**TS-25-KEEPING RAILWAY TRACK CLEAR.**

The contractor shall ensure that during the operation of loading the material, the Railway Tracks are kept clear for Railway Operations. Contractor shall be liable for any damage or loss sustained on account of his failure to keep the track clear for such movements.

**TS-26-**The quantity of ballast to be supplied by the contractor can be varied by the Railway Administration by plus 15% or minus 5%.

**TS-27- OFFICIAL SECRET.**

The contract involves an obligation of secrecy and the commission by the contractor of his agent, servant of sub-contractor or their agent or servants of any offence under the official secret act 1923 or any statutory modifications or re-enactment thereof shall apart from any criminal liability constitute a breach of the contract.

**TS-28-**All notices, instructions and correspondence addressed to the contractor shall be deposited at or sent by post addressed to the registered address of the contractor indicated by him in the tender & these shall be deemed to have been delivered to the contractor in terms of the provision of the contract. In case correspondence is addressed to the contractor through post shall be deemed to have been received by him on the day following the one on which it has been posted. It shall be the contractor's responsibility to ensure that proper arrangements are made for timely receipt of all such correspondence and any change in the registered address duly notified to the Railway and the Engineer in due time. The Contractor will address all correspondence to the Railway through the Engineer.

**Bidder**

  
**Purchaser**

**SECTION VI: STANDARD FORMS**

**A. STANDARD FORMS FOR  
(Single Stage Single Envelope Procedure)**

**Bidder**

  
**Purchaser**

**Form 1:** Form of Bid

**Form 2:** Price Schedule for Domestic Goods Manufactured within  
Pakistan

**Form 3:** Letter of Acceptance

**Form 4:** Bid Security Form

**Form 5:** Bid Securing Declaration (Not Applicable)

**Bidder**

  
**Purchaser**

**Form 1: Form of Bid**

To: **The Divisional Superintendent,**  
**Pakistan Railways, Peshawar**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS 10,00,000 CFT 2” (50 MM) SIZE MECHANICALLY CRUSHED STONE BALLAST AT BURHAN RAILWAY STATION** According To Revised Railway Specifications Including All Charges Such As Royalty, Lead, Lift, Handling, Re-Handling, Screening, Sales Tax, And Other Incidental Charges in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ [total Bid Amount in words and figures] 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 confirming **Divisional Superintendent, Pakistan Railways Peshawar,** to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

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 times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have 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 19**, 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.

**Bidder**

**Purchaser**



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 \_\_\_\_\_

---

**Bidder**

  
**Purchaser**

## Bill of Quantities (BOQ)

**Subject: - SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS  
10,00,000 CFT 2" (50 MM) SIZE MECHANICALLY CRUSHED STONE  
BALLAST AT BURHAN RAILWAY STATION.**

#	Description (THROUGH RATE ITEMS)	Quantity	Unit	Through Rate Per %Cft	
				In Figure	In Words
1.	Supply of 2" (50mm) size mechanically crushed Stone Ballast according to revised Railway Specification including all charges such as all charges like freight, carriage, royalty, lead, lift, stacking, handling, re-handling, screening, prescribed sales & income tax and any other incidental charges etc: at Burhan Railway Station including all labour & material, complete in all respect as per instructions of Engineer Incharge.	1000000 Cft	P.Cft		
2.	Loading of crushed Stone Ballast 2" (50mm) size into Railway wagons from Burhan Railway Station. All labour and material complete in all respect as per instructions of Engineer Incharge.	1000000 Cft	P.Cft		

**Note:** Quoted rates include loading, unloading, freight charges, handling, re-handling, local and all other govt. duties/taxes, sales tax etc; labour and material charges, all other incidental charges and all Govt. duties will be borne by the contractor to complete the job in all respect.  
Comparison of quoted rates / prices shall be made on total price of the goods including taxes.  
Above quoted rates shall be considered firm & final.

Bidder

  
Purchaser

Form 3: Letter of Acceptance

**PAKISTAN RAILWAYS**

**OFFICE OF THE DIVISIONAL SUPERINTENDENT,  
PAKISTAN RAILWAYS,  
PESHAWAR**



To:

*[name and address of the Supplier]*

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the **SUPPLYING, SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS 10,00,000 CFT 2" (50 MM) SIZE MECHANICALLY CRUSHED STONE BALLAST AT BURHAN RAILWAY STATION** According To Revised Railway Specifications Including All Charges Such As Royalty, Lead, Lift, Handling, Re-Handling, Screening, Sales Tax, And Other Incidental Charges Complete In All Respects) against bid/Adv: tender No.1012-WA/13/PSC/2025-26 for the Contract Price of the equivalent of \_\_\_\_\_ *[amount in numbers and words]* **In Pakistani Rupees**, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm **Divisional Superintendent, Pakistan Railways, Peshawar** to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with ITB 45.1.

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

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

Authorized Signature:

**Divisional Executive Engineer,  
Pakistan Railways,  
Peshawar.**

Attachment: Contract

Copy: Appointing Authority and Supplier

**Bidder**

**Purchaser**

**Form 4: Bid Security Form**

To: **Divisional Accounts Officer**  
**Pakistan Railways,**  
**Peshawar.**

Whereas \_\_\_\_\_ [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated \_\_\_\_\_ [date of submission of Bid] for the delivery / **SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS 10,00,000 CFT 2" (50 MM) SIZE MECHANICALLY CRUSHED STONE BALLAST AT BURHAN RAILWAY STATION According To Revised Railway Specifications Including All Charges Such As Royalty, Lead, Lift, Handling, Re-Handling, Screening, Sales Tax, And Other Incidental Charges (Peshawar Division) (Qty: 1,000,000 Cft) (Complete In All Respects)** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ [name of Financial Institution] of **Pakistan,** having our registered office at \_\_\_\_\_ [address of Financial Institution] (hereinafter called "the Bank"), are bound unto **Divisional Superintendent, Pakistan Railways, Peshawar** (hereinafter called "the Procuring Agency") in the sum of **Rs. \_\_\_\_\_/-** for which payment well and truly to be made to the said Procuring Agency, 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 the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency 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 the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency 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 ..... day of ..... 20 .....

**Bidder**

**Purchaser**



**Form 5: Bid Securing Declaration**  
**(Not Applicable)**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Bid No.: **1012-WA/13/PSC/2025-26**

To: **The Divisional Superintendent,**  
**Pakistan Railways,**  
**Peshawar.**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (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 the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency 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.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]* In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of:  
\_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_ *[insert date of signing]*  
Corporate Seal (where appropriate)

**Bidder**

  
**Purchaser**

## Bidder Information Form

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

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

No.: \_\_\_\_\_ [insert  
number of Bidding process]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name _____ [insert Bidder's legal name]
2. In case of JV, legal name of each member : _____ [insert legal name of each member in JV]
3. Bidder's actual or intended country of registration: _____ [insert actual or intended country of registration]
4. Bidder's year of registration: _____ [insert Bidder's year of registration]
5. Bidder's Address in country of registration: _____ [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: _____ [insert Authorized Representative's name] Address: _____ [insert Authorized Representative's Address]  Telephone/Fax numbers: _____ [insert Authorized Representative's telephone/fax numbers] Email Address: _____ [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents]  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Bidder**

  
**Purchaser**

## Form of Bid Security

**(Bank Guarantee)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*  
*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** Divisional Superintendent / P.R / Peshawar *[Purchaser to insert its name and address]*

**No.:** 1012-WA/13/PSC/2025-26 *[Purchaser to insert reference number for the Request for Bids]*

**Alternative No.:** Not Applicable *[Insert identification No if this is a Bid for an alternative]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**BID GUARANTEE No.:** \_\_\_\_\_ *[Insert guarantee reference number]*

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

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_ ("the RFB").

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

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

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

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

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

\_\_\_\_\_  
*[Signature(s)]*

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

**Bidder**

  
**Purchaser**

## Form of Bid Security (Bid Bond)

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

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Procuring Agency]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Procuring Agency]* as Oblige (hereinafter called "the Purchaser") in the sum of *[amount of Bond]<sup>1</sup> [amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

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

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

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Purchaser's country or the equivalent amount in a freely convertible currency.

**Bidder**

  
**Purchaser**

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

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_\_ day of \_\_\_\_\_ 20 .

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

Apply Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)

(Printed name and title)

\_\_\_\_\_  
(Signature)

(Printed name and title)

**Bidder**

  
**Purchaser**

**SECTION VII: GENERAL CONDITIONS OF THE CONTRACT**

**Bidder**

  
**Purchaser**

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	<b>Definitions</b>	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		a)	<b>“Authority”</b> means Public Procurement Regulatory Authority.
		b)	The <b>“Arbitrator”</b> 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 <b>GCC Clause 31</b> hereunder.
		c)	The <b>“Contract”</b> means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
		d)	The <b>“Commencement Date”</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b> .
		e)	<b>“Completion”</b> means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
		f)	<b>“Country of Origin”</b> means the countries and territories eligible under the PPRA Rules 4004 and its corresponding Regulations as further elaborated in the <b>SCC</b> .
		g)	The <b>“Contract Price”</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
		h)	<b>“Defective Goods”</b> are those goods which are below standards, requirements or specifications stated by the Contract.
		i)	<b>“Delivery”</b> means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
		j)	<b>“Effective Contract date”</b> is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions

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Purchaser

			precedent stipulated in <b>GCC Clause 3</b> .
		k)	<b>"Procuring Agency"</b> means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.
		l)	<b>"Related Services"</b> means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
		m)	<b>"GCC"</b> means the General Conditions of Contract contained in this section.
		n)	<b>"Intended Delivery Date"</b> is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.
		o)	<b>"SCC"</b> means the Special Conditions of Contract.
		p)	<b>"Supplier"</b> means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC. The words "contractor" and "firms" have same meanings.
		q)	<b>"Project Name"</b> means the name of the project stated in SCC.
		r)	<b>"Day"</b> means calendar day.
		s)	<b>"Eligible Country"</b> means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		t)	<b>"End User"</b> means the organization(s) where the goods will be used, as named in the SCC.
		u)	<b>"Origin"</b> 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

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			different in basic characteristics or in purpose or utility from its components.
		v)	<p><b>“Force Majeure”</b> means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, <b>“Force Majeure”</b> 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>
		w)	<b>“Specification”</b> means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
		x)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
2.	<b>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.

Bidder

  
Purchaser

		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 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:  (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	<b>Conditions Precedent</b>	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -  a) Submission of performance Security (or guarantee) in the form specified in the SCC;  b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.

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Purchaser

4.	<b>Governing Language</b>	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in <b>SCC</b> . Subject to <b>GCC Clause 3.1</b> , the version of the Contract written in the specified language shall govern its interpretation.
5.	<b>Applicable Law</b>	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in <b>SCC</b> .
6.	<b>Country of Origin</b>	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	<b>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.
8.	<b>Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan</b>	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
8.2		The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in <b>GCC Clause 7.1</b> except for purposes of performing the Contract.	
8.3		Any document, other than the Contract itself, enumerated in <b>GCC Clause 7.1</b> shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.	

Bidder

  
Purchaser

		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	<b>Patent and Copy Rights</b>	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	<b>Performance Security (or Guarantee)</b>	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified check.

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		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
11.	<b>Inspections and Test</b>	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in 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.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in <b>GCC Clause 10</b> shall in any way release the supplier from any warranty or other obligations under this Contract.

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12.	<b>Packing</b>	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
13.	<b>Delivery and Documents</b>	13.1	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.
		13.2	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.
		13.3	Documents to be submitted by the Supplier are specified in SCC.
14.	<b>Insurance</b>	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

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15.	<b>Transportation</b>	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

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**16. Related Services**

16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations

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under this Contract; and

- d) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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.

**17. Spare Parts**

17.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) In the event of termination of production of the spare parts:
- i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
- ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

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18.	<b>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 incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC.
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19.	<b>Payment</b>	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

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		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to <b>GCC Clause 13</b> , and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the <b>SCC</b> .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in <b>SCC</b> 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 <b>SCC</b> pursuant to <b>GCC Clause 19.4</b>
20.	<b>Prices</b>	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in <b>SCC</b> or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21.	<b>Change Orders</b>	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to <b>GCC Clause 22</b> , make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

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			b) The method of shipment or packing;
			c) The place of delivery; and/or
			d) The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	<b>Contract Amendments</b>	22.1	Subject to <b>GCC Clause 20</b> , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	<b>Assignment</b>	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	<b>Sub-contracts</b>	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of <b>GCC Clause 5</b> .
25.	<b>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 the Procuring Agency in the Schedule of Requirements.

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		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under <b>GCC Clause 28</b> , 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 <b>GCC Clause 26</b> , unless an extension of time is agreed upon pursuant to <b>GCC Clause 25.2</b> without the application of liquidated damages.
26	<b>Liquidated Damages</b>	26.1	Subject to <b>GCC Clause 28</b> , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in <b>SCC</b> 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 <b>SCC</b> . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to <b>GCC Clause 27</b> .
27	<b>Termination for Default</b>	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

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27.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:

- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to **GCC Clause 24**; or
- b) the Supplier fails to perform any other obligation(s) under the Contract;
- c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the **SCC**;
- d) the supplier has abandoned or repudiated the contract.
- e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- f) a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
- g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
- h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.

For the purpose of this clause:

**"Corrupt and Fraudulent Practice"** means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-4004.

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		27.3	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to <b>GCC Clause 26.1</b> , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28	<b>Termination for Force Majeure</b>	28.1	<p>Notwithstanding the provisions of <b>GCC Clauses 25, 26, and 27</b>, 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 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</p>
29	<b>Termination for Insolvency</b>	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

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30	<b>Termination for Convenience</b>	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:
			a) To have any portion completed and delivered at the Contract terms and prices; and / or
			b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

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31.	<b>Disputes Resolution</b>	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	<b>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.
33.	<b>Replacement of Arbitrator</b>	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34.	<b>Limitation of Liability</b>	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to <b>GCC Clause 8</b> ,
		a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
		b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort

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			or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35	<b>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 record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in <b>SCC</b> .
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36	<b>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 the Procuring Agency 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 the Procuring Agency.

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**SECTION VIII: SPECIAL CONDITIONS OF THE  
CONTRACT (SCC)**

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### 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
		<b>Definitions (GCC 1)</b>
1.	1.1(d)	The bidder, in case his tender is accepted, shall commence the work after issuance of acceptance letter within the period indicated therein or on receipt of the Engineer's orders to commence the work, whichever is earlier. However, the formal date of commencement will be the date of signing of contract.
2.	1.1(k)	<i>The Procuring Agency is:</i> <u>Divisional Superintendent, P.R / Peshawar.</u>
3.	1.1(p)	<i>The Supplier is:</i> _____ <div style="text-align: right;"><i>[Name and address]</i></div>
4.	1.1(q)	<i>The title of the subject procurement or the project is:</i> <u>Supplying, Stacking And Loading Into Railway Wagons 10,00,000 Cft 2" (50 Mm) Size Mechanically Crushed Stone Ballast At Burhan Railway Station According To Revised Railway Specifications Including All Charges Such As Royalty, Lead, Lift, Handling, Re-Handling, Screening, Sales Tax, And Other Incidental Charges And Stacking (Peshawar Division) (Qty: 1,000,000 Cft) (Complete In All Respects).</u>

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5.	1.1(y)	<p>In addition, following definitions are added:</p> <ul style="list-style-type: none"> <li>(i) "Purchaser" includes Divisional Superintendent /P.R / PSC and anyone authorized to act on his behalf.</li> <li>(ii) "Inspecting Officer" means the person, firm or department nominated by the purchaser to inspect the stores on his behalf and the deputies of the Inspecting Officer so nominated.</li> <li>(iii) "Contractor" means the person, firm or company with whom the order for the supply has been placed. The term "Supplier" or "Firm" shall have the same meanings.</li> <li>(iv) "Sub-Contractor" means any person, firm or company from the Company may obtain any material of fit things to be used in the supply or manufacture of the stores.</li> <li>(v) "Drawings" means the drawings exhibited or provided for the guidance of the Contractor.</li> <li>(vi) (vi). "Indenter" means the representative of purchaser assigned the task of indenting the goods or other material.</li> </ul>
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<b>Application and interpretation (GCC 2)</b>		
6.	2.3	In addition following documents shall also constitute the integral part of the contract. 1. Relevant rules, policies, procedure orders & circulars of Pakistan Railways.
<b>Conditions Precedent (GCC 3)</b>		
7.	3.2	Following is added: However, purchaser may extend the deadline for submission of performance security on reasonable grounds and justification recorded in writing.
<b>Governing Language (GCC 4)</b>		
8.	4.1	<i>The Governing Language shall be: <b>English</b></i>
<b>Applicable Law (GCC 5)</b>		
9.	5.1	<i>The Applicable Law shall be: <b>Laws of the Pakistan</b></i>
<b>Country of Origin (GCC 6)</b>		
10.	6.1	<i>Country of Origin is .....</i>
<b>Performance Security (or guarantee) (GCC 10)</b>		
11.	10.1	<i>The amount of performance security (or guarantee), shall be: <u>Five percent (5%)</u></i>
12.	10.4	<i>After delivery and acceptance of the Goods, _____percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.</i> <u>Not applicable</u>  <u>Performance security will be released after satisfactory completion of work.</u>

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<b>Inspections and Tests (GCC 11)</b>		
13.	11.1	<p><i>Inspection and tests and at final acceptance are as follows:</i></p> <p>a) <b><u>INSPECTION</u></b>  The material will be supplied at Burhan Railway Station (Peshawar Division), which will be 10% inspected by concerned DEN and 100% by concerned AEN/BLI / IOW/ PWI (at time of unloading) at site or any authorized representative nominated by the Divisional Superintendent / P.R / Peshawar).</p> <p>b) <b><u>TESTING</u></b>  DEN concerned after supply of 50,000 Cft of material as &amp; when considers necessary shall have perform the required technical tests as per tender in laboratory of concerned factory by chemist. After each supply of 50,000 Cft from laboratory of <b>UET/PESHAWAR</b> and will be submitted alongwith each running bill. Contractor shall bear the cost of the test.</p> <p>All supply shall be subject to inspection, measurement and weighment on receipt at the store depot of the Pakistan Railways by the purchaser are such officer as may be deputed by him the decision of the purchaser as regards quality or quantity of supply delivered shall be final and he shall be entitled to subject any or all of the supplies as unsuitable notwithstanding a quotation for a particular station the contractor's responsibility will not cease until delivery has be made by the purchaser at stores pura or elsewhere as will be ordered.</p>

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13/1		<p><b>Price adjustment</b>  Price adjustment formula is as under:-  Formula is based on the components of latest rate analysis of the item to be procured. The most suitable formula as per guide line of PEC could be as under:-<math>P_n = 0.30 + 0.4(D_n/D_0) + 0.3(M_n/M_0)</math></p> <p>Where,  “P<sub>n</sub>” is the price adjustment for the work carried out in the period “n”  “M<sub>0</sub>” is the based price of material (crushed stone ballast/Bajri at indicated source in clause 9.1 on 28 days before date of bid submission as available with Govt. of Pakistan/ Pakistan Bureau of statistics /Govt. of Punjab rate list. For example, rate for the monthly of September-2022 was as i.e. Rs. 60.00 per Cft (taken from Pakistan Bureau of statistics monthly bulletin, which can be obtained through e-Mail)  “M<sub>n</sub>” is the current date price of material at same indicated source during the current month (Average for the month) as declared by the Government of Pakistan/ Pakistan Bureau of statistics /Govt. of Punjab rate list.  “D<sub>0</sub>” is the base price of High Speed Diesel on 28 days before date of bid submission as available with the Govt. of Pakistan / Pakistan state Oil / Pakistan Bureau of statistics.  “D<sub>n</sub>” is the current date price of High Speed Diesel (Average for the Month) as declared by the Govt. Pakistan / Pakistan state Oil / Pakistan Bureau of statistics .</p> <p>(Note: once source of reference rate is to be used for one contract)  If “P” is the amount payable (prior to adjustment at the rates entered in the price schedule of the work.* carried out in the period “n” then, Adjusted amount payable to the contractor for the work carried out in the period “n” shall be equal to <math>P_n * P</math>.</p>
<b>Standards (GCC 7)</b>		
14.	7.1	Supplied material shall be of good quality and according to the specification.
<b>Packing/ Stacking (GCC Clause 12)</b>		
15.	12.2	<p><i>The following SCC shall supplement GCC Clause 12.2:</i></p> <p>a) The Stone Ballast shall be supplied according to technical specifications.</p>
<b>Delivery and Documents (GCC Clause 13)</b>		

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16.	13.1	<i>For Goods supplied from abroad:</i> Not Applicable.
17.	13.3	<i>For Goods from within Pakistan:</i> Not Applicable
<b>Insurance (GCC Clause 14)</b>		
18.	14.1	<u>Not applicable</u>
<b>Warranty (GCC Clause 18)</b>		
19.	18.2	GCC Clause 18.2 – The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall: (a) <u>Pay penalty for failure to meet contract obligations or liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 percent or part thereof per week of undelivered materials/goods value maximum up to the sum equivalent to the amount of five percent of the contract value.</u>
20.	18.4 & 18.5	<i>The period for correction of defects in the warranty period is:</i> <u>“Refer Technical Specifications”.</u>
<b>Payment (GCC Clause 19)</b> Payment will be made on the basis of measurement recorded quarry as per clause -27 above but contractor will be responsible for making good any shortage detected at the site of unloading through the verified challans.		

**Bidder**

  
**Purchaser**

21.	19.1	<p><i>The method and conditions of payment to the Supplier under this Contract shall be as follows:</i></p> <p><i>Payment for Goods and Services supplied from within Pakistan:</i></p> <p><i>Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</i></p> <p><u>100% payment of supplied quantity / work done will be made to the supplier in Pak Currency through cheque by Divisional Superintendent /P.R / PSC. on submission of bill by DEN concerned alongwith supplier's challan and Sales Tax Invoice if required, provided by the supplier (05 % retention money, however, will be deducted from the running bills, which will be released upon final payments).</u></p> <p><b>In addition:</b></p> <p>i. Procurement shall be made only from the firms / bidders registered with Sales Tax Department, quoting Sales Tax No. and providing prescribed invoices showing amount of Sales Tax paid to the Sales Tax department. Purchaser shall withhold sales tax from each bill as per Govt. Rules.</p> <p>ii. Suppliers will provide the necessary papers to <b><u>Accounts Office concerned</u></b> indicating the Sales Tax paid/to be paid to the Excise &amp; Taxation department for the quantity supplied under this agreement.</p> <p>iii. Suppliers will furnish Sales Tax Invoices prepared in the name of <b><u>Accounts Office concerned</u></b> and send the original Sales Tax Invoices to <b><u>Accounts Office concerned</u></b>, alongwith consignments/challans.</p>
22.	19.3	<p><i>Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be [insert: rate].</i></p> <p><u>No interest shall be paid on the late payments</u></p>
<b>Prices (GCC 20)</b>		
23.	20.1 & 20.2	Price adjustment shall be applicable in accordance with Annexure-A to SCC-23 of Bidding Documents.

**Bidder**


**Purchaser**

**Annexure-A to SCC 23 of Bidding Documents.**

**PRICE ADJUSTMENT IN CASE OF SUPPLY OF BALLAST.**

The price adjustment formula as per guidelines of PEC, will be as under:

$$P_n = 0.30 + 0.4 (D_n/D_o) + 0.3 (M_n/M_o)$$

[**Note:** Formula may vary for each case depending upon the share of cost of material and fuel cost in the rate analysis].

Where,

“**P<sub>n</sub>**” is the price adjustment for the work carried out in the period “**n**”.

“**M<sub>o</sub>**” is the base price of material (Crushed Stone Ballast/Bajri) at quoted and approved source on 28 days before date of bid submission as available with Govt. of Pakistan / Pakistan Bureau of Statistics / Govt. of Punjab Rate list. For example, rate for the month of September-2022 was i.e. Rs.60.00 per Cft (taken from Pakistan Bureau of Statistics monthly bulletin, which can be obtained through email).

“**M<sub>n</sub>**” is the current date price of material at same indicated source during the current month (Average for the month) as declared by the Government of Pakistan / Pakistan Bureau of Statistics / Govt. of Punjab rate list.

“**D<sub>o</sub>**” is the base price of High Speed Diesel on 28 days before date of bid submission as available with the Govt. of Pakistan / Pakistan State Oil / Pakistan Bureau of Statistics.

“**D<sub>n</sub>**” is the current date price of High Speed Diesel (average for the month) as declared by Govt. of Pakistan / Pakistan State Oil / Pakistan Bureau of Statistics.

[**Note:** One source of reference rate is to be used for one contract].

If “**P**” is the amount payable (prior to adjustment) at the rates entered in the Price Schedule of the work carried out in the period “**n**” then, Adjusted amount payable to the contractor for the work carried out in the period “**n**” shall be equal to **P<sub>n</sub>\*P**.

[**Note:** The formula will be applicable in both cases, i.e. an increase as well as decrease in market prices].

The method & procedure for calculation of price adjustment shall be as prescribed in Standard Procedure and Formula for Price Adjustment (Second Edition), May-2022 issued by Pakistan Engineering Council, Islamabad.

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**Purchaser**

Delays in the supplier's Performance (GCC 25)		
24.	25.3	<p><b>In addition,</b></p> <p><b>a.</b> The time for and the rate of delivery or dispatch stipulated in the said schedule for the delivery or dispatch of the stores shall be according to the terms of these documents, otherwise the purchaser shall be entitled to withhold payment until the whole of the stores has been supplied and to recover from the contractor a sum as indicated in SCC.</p> <p><b>b.</b> In case the Supplier is unable to complete the supplies, the Purchaser shall be entitled to cancel the Contract, depending upon the circumstances, without penalty (in case the circumstances are/were beyond the reasonable control of the contractor) or with penalty which may be upto 5 % of the value of undelivered goods. In case of willful breach of contract/non-compliance of agreement on the part of supplier, the same will be cancelled with forfeiture of Performance Security under this contract.</p> <p><b>c.</b> If such failure as aforesaid shall have arisen from war, insurrection, restraint imposed by Government, Act of legislature or other authority, stoppage or hindrance in the supply of raw material or fuel, explosion, accident, strikes, riot, lock-out or other disorganization of labour or transport, breakdown of machinery or any other inevitable or unforeseen event beyond human control directly or indirectly interfering with the supply of the stores, or from any cause which the purchaser may admit as reasonable ground for an extension of time, the purchaser may allow such additional time as he considers to be justified by the circumstances of the case and will forego the whole or such part as he may consider reasonable of his claim for any such loss or damage as aforesaid and his decision thereon shall be final, provided that in such circumstances instead of allowing additional time the purchaser shall have the option of terminating the contract and in that case no damages shall be reclaimable by either party.</p> <p><b>d.</b> The purchaser reserves the right to extend the delivery period on written request of the contractor, keeping in view the genuineness of reasons explained by the contractor with the recommendations of <b>DEN or concerned</b> without or with 5% Liquidated Demurrage charges on unsupplied quantity/undone work.</p>

**Bidder**

  
**Purchaser**

<b>Liquidated Damages (GCC Clause 26)</b>		
25.	26.1	<p><b>Applicable rate:</b>  <u>If the contractor fails to complete the works within time prescribed in agreement or up to extended time, then the contractor shall pay to employer liquidated damages/charges for such default @ 0.5% per week or part thereof on unsupplied / late quantity. L.D charges will be applicable on goods not supplied as per given installments schedule.</u></p> <p><u>Provided that total L.D Charges shall not exceed 5% of the contract cost.</u></p>
<b>Termination for Default (GCC Clause 27)</b>		
26.	27.4	In case the Supplier is unable to complete the supplies, the Purchaser shall be entitled to cancel the Contract, depending upon the circumstances, without penalty (in case the circumstances are/were beyond the reasonable control of the contractor) or with penalty which may be upto 5 % of the value of undelivered goods. In case of willful breach of contract/non-compliance of agreement on the part of supplier, the same will be cancelled with forfeiture of Performance Security under this contract.
<b>Termination for Force Majeure (GCC Clause 28)</b>		
27.	28.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
<b>Termination for Insolvency (GCC Clause 29)</b>		
28.	29.1	In addition, the purchaser may at any time by giving notice in writing summarily determine the contract without compensation to the contractor in any of the following events, that is to say: (i) If the contractor being an individual or if a firm any partner in the contractor’s firm shall at any time be

Bidder

  
Purchaser

		<p>adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment, or if the firm be dissolved under the partnership Act; or</p> <p>(ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitle the court or debenture holders to appointed a receiver or manager; or</p> <p>(iii) If the contractor commits breach of any the conditions herein laid or provided for in the agreement executed by the contractor.</p> <p>Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure he is thereby put to but shall not be entitled to any gain on repurchase.</p>
		<p>In addition, the contractor shall (except if and in so far as the specification provides otherwise) indemnify and keep indemnified the employer and the Engineer against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the execution, construction or maintenance of the Works and against all claims demands proceedings damages costs charges and expenses whatsoever in respect of or in relation thereto. Provided further that for the purpose of this clause expression "the site" shall be deemed to be limited to the area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of the carrying out of the Works.</p>

**Bidder**

  
**Purchaser**

Procedure for Dispute Resolution (GCC Clause 32)		
29.	32.3	<p><b>Dispute Resolution</b></p> <p><b>(a) For Contracts to be entered with nationals of Pakistan:</b></p> <ol style="list-style-type: none"> <li>1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including 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 mediator shall be appointed with the mutual consent of the both parties.</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 arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place at Lahore and proceedings will be conducted in - Urdu/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> <li>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</li> <li>6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</li> </ol>

**Bidder**

**Purchaser**



<b>Notices (GCC Clause 35)</b>		
30.	35.1	<p>– Procuring Agency’s address for notice purposes:  <u>Office of the Divisional Superintendent, P.R / PSC</u>  <u>Phone No.091-9210696</u></p> <p>– Supplier’s address for notice purposes:</p>
	35.2	<p>In addition, notification of delivery or dispatch in regard to each and every consignment shall be made to the Consignee and to the Indenter immediately upon dispatch or delivery. The Contractor shall further supply to the Consignee a priced invoice and packing account of all stores delivered or dispatched. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account and full details of contents of packages and quantity of materials shall be given to enable the Consignee to check the stores on arrival at destination.</p>
<b>Taxes and Duties (GCC Clause 36)</b>		
31.	36.4	<p>Any changes in Govt. taxes or duties as compared to the date of bids opening shall be adjustable to either of the parties. However, payment of such additional duties / taxes shall be subject to the documentary evidence of payment of such excess duties / taxes and actual additional cost or benefit accrued in this respect shall be adjusted subject to verification.</p>

**Bidder**

  
**Purchaser**

		<p>In addition,</p> <ol style="list-style-type: none"> <li>i. If costs of stores are increased or decreased by an Act of the Legislature, the contract price will be correspondingly varied or where the said section is not applicable to the case, under the provisions of an Act of the Legislature which necessitates a change in price.</li> <li>ii. In the event of any duty of customs or excise on any goods being imposed, increased, decreased or remitted after the making of any contract for the sale of such goods without stipulation as to the payment of duty where duty was not chargeable at the time of opening of bids or for the sake of such goods duty paid where duty was chargeable at that time: <ol style="list-style-type: none"> <li>a. If such imposition or so takes effect that the duty or increased duty, as the case may be or any part thereof is paid, the seller may add so much to the contract price as well as equivalent to the amount paid in respect of such duty or increase of duty and he shall be entitled to be paid and to sue for and recover such addition, and</li> <li>b. If such decrease or remission so takes effect that the decreased duty only or no duty, as the case may be is paid, the buyer may deduct so much from the contract price as will be equivalent to the decrease of duty or remitted duty and he shall not be liable to pay or be sued for or in respect of such deduction.</li> </ol> </li> </ol>
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Bidder

  
Purchaser

## SECTION IX: CONTRACT FORMS

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Bidder

  
Purchaser

### Form of Contract

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2025 between **Divisional Superintendent, P.R, Peshawar**, of Pakistan (hereinafter called "the Procuring Agency") of the one part and \_\_\_\_\_ [name of Supplier] of \_\_\_\_\_ [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., **SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS 10,00,000 CFT 2" (50 MM) SIZE MECHANICALLY CRUSHED STONE BALLAST AT BURHAN RAILWAY STATION** and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of \_\_\_\_\_ [contract price in words and figures] (hereinafter called "the Contract Price").

#### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of Contract;
  - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
  - (c) the Schedule of Requirements (as mentioned in BDS and SCC);
  - (d) the Technical Specifications;
  - (e) the Special Conditions of Contract;
  - (f) the General Conditions of the Contract;
  - (g) the Procuring Agency's Letter of Acceptance; and
  - (h) All other forms, schedules, annexures, Bonds, Declarations, Certificates, Policies / Procedure Orders, Drawings, Securities and other obligations as per terms of bidding documents.
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

**Bidder**

  
**Purchaser**

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

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

**Bidder**

  
**Purchaser**

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Performance Security (or guarantee) Form

To Divisional Account Officer / P.R/PSC.

*[name of Procuring Agency]*

WHEREAS \_\_\_\_\_ *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. 835-W/ETSW/KWL-FSLD-SDR/7/2024-25 due on dated: 06-05-2025 **SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS 10,00,000 CFT 2" (50 MM) SIZE MECHANICALLY CRUSHED STONE BALLAST AT BURHAN RAILWAY STATION.**

(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

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**Bidder**

  
**Purchaser**

## Integrity Pact

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

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

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

Contract Title: **SUPPLYING, STACKING AND LOADING INTO RAILWAY WAGONS 10,00,000 CFT 2” (50 MM) SIZE MECHANICALLY CRUSHED STONE BALLAST AT BURHAN RAILWAY STATION** [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.

**Bidder**

  
**Purchaser**

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

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Bidder

  
Purchaser

**Annexure-"A"****CRITERIA FOR RESPONSIVENESS OF THE BIDDERS****(TO BE FILLED BY THE OFFICE)**

<b>CHECK LIST OF BIDDING DOCUMENTS AGAINST ADVERTISED TENDER NO. 1012-WA/13/PSC/2025-26 ON 04.03.2026</b>				
		<b>YES</b>	<b>NO</b>	<b>REMARKS</b>
1	Has the bidder attached/enclosed bid security amounting to Rs.2,000,000/- or Registration Certificate of Pakistan Railways in specified forms (correct in all respect)?			
2	Has the bidder provided copies of registration documents of their firm?			
3	Is the bidder eligible to participate as per eligibility criteria as indicated in ITB?			
4	Has the bidder provided valid copy of active NTN and operative STRN?			
5	Has the bidder confirmed Railway Specifications/ Requirements/ Descriptions by signing on relevant pages of Specifications?			
6	Has the firm endorsed complete information on Bidder Information Form of the bidding documents?			
7	Has the bidder quoted full tendered quantity?			
8	Has the bidder signed & stamped Integrity pact?			
9	Is the offer complete?			
10	Is the previous performance satisfactory?			
11	Is the bid validity according to the tender clause i.e. Sixty days (60) days from the date of opening of tender?			
12	Has the bidder confirmed delivery period / schedule as per BDS and Price Schedule?			
13	Has the bidder confirmed delivery term of the as per BDS and Price Schedule by signing the all pages of BDS and Price Schedule?			
14	Is the offer un-conditional?			
15	Has the bidder signed and stamped all the pages of bidding documents?			
16	Has the bidder provided Power of Attorney, in case of participation of their representative?			
17	Has the bidder confirmed L.D charges in case of delayed supplies against prescribed monthly delivery schedule by signing relevant page of SCC?			

**Bidder**

  
**Purchaser**

Bidder

  
Purchaser