

HYDERABAD ELECTRIC SUPPLY COMPANY

BIDDING DOCUMENT

AGAINST TENDER NO. PMU-206/25-26

PROCUREMENT OF

PMU- 206/25-26	1	Chemical Foam 10 Gallon
	2	Chemical Foam Type (02 Gallon)
	3	Sand Container with Shovel
	4	CO2 Trolley Mounted Twin Cylinder 20Kg Capacity each = 40Kg
	5	Fire Buckets with Stand 10 Liters
	6	CO2 Fire Extinguisher (05KG)
	7	CO 2 Trolley Mounted Single Cylinder (40KG)
	8	Dry Chemical Powder (50KG)

UNDER HESCO'S OWN RESOURCES

SINGLE STAGE SINGLE ENVELOPE PROCEDURE

(THROUGH NATIONAL COMPETITIVE BIDDING)

**DIRECTOR GENERAL (PROCUREMENT) PMU
HESCO, HYDERABAD**

May 2026

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CHECK LIST

Sr. No.	Description	Attached	
		Yes	No
1	Form of Bid		
2	Bid Security		
3	Price Schedule		
4	Schedule of Requirement		
5	Form of Qualification Information		
6	Manufacturer's Authorization		
7	Manufacturer's Experience of Supply Record		
8	Bidder's Experience of Supply Record		
9	Performance Certificate/End user certificate		
10	Manufacturing Capacity		
11	Order in Hand and its implementation schedule		
12	Power of Attorney		
13	Financial Data		
14	Annual Turnover Data		
15	Financial Resources (Audit reports for last three years)		
16	Pending Litigation		
17	Integrity Pact (If applicable)		
18	Current Contract Commitment		
19	No Blacklisting certificate		
20	Technical Data and Drawings along with literature, broucher etc		
21	Type Test Reports (If applicable)		

SECTION - I

“INVITATION TO BIDS”

Hyderabad Electric Supply Company (HESCO), a Power Distribution Company, its core function is to supply, distribute and sell power (Electricity) in area of 13-districts of Sindh Province, invites sealed Tenders on NCB basis under Single Stage Single Envelope Procedure, from eligible bidders (manufacturers / authorized distributors/suppliers having valid manufacturer’s authorization), duly prequalified/registered in required categories and non-registered/non prequalified/ manufacturers/suppliers, complying qualification & experience criteria as laid down in bidding document, for the supply of Grid Station Material conforming to WAPDA/PEPCO/NTDC Specifications (amended to date), on the rates in local currency without involving foreign exchange element, inclusive of all taxes & duties and exclusive of General Sales Tax on FCS basis at Regional Store HESCO Hyderabad. This procurement is financed under HESCO’s own resources. Detail is given as under: -

Tender No.	Item No.	Description of Material	Unit	Qty	Date & Time of bid submission	Date & Time of bid opening
PMU-206/25-26	1	Chemical Foam 10 Gallon	No.	27	20.05.2026 10:30 AM	20.05.2026 11:00 AM
	2	Chemical Foam Type (02 Gallon)	No.	22		
	3	Sand Container with Shovel	No.	37		
	4	CO2 Trolley Mounted Twin Cylinder 20Kg Capacity each = 40Kg	No.	06		
	5	Fire Buckets with Stand 10 Liters	No.	174		
	6	CO2 Fire Extinguisher (05KG)	No.	14		
	7	CO 2 Trolley Mounted Single Cylinder (40KG)	No.	03		
	8	Dry Chemical Powder (50KG)	No.	12		

1. E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at (www.eprocure.gov.pk).
2. The electronic bids, must be submitted by using EPADS on scheduled date & time. Manual bids, shall not be accepted. Electronic Bids will be opened on the same day.
3. All e-Bids must be accompanied by Bid Security amount mentioned in Bidding document in the favour of Director General (Procurement)/Chief Engineer (Development) PMU, HESCO, Hyderabad in the shape of “Bank Guarantee” / CDR/ Banker Cheque from any Scheduled Bank of Pakistan, valid for 28 days beyond bid validity date. The bidders shall upload scanned copy of Bid Security on EPADS. Original Bid Security must be submitted to the Procuring Agency on or before the closing date & time of e-bids submission, failing which the e-bid shall be rejected.
4. The bidders must quote firm and final prices and no request for escalation in cost after the bid opening shall be entertained.
5. HESCO reserves all its rights regarding rejection of tenders as defined in Clause-33(1) of PPRA Rules 2004.
6. This advertisement is also available on PPRA website www.ppra.org.pk and HESCO website www.hesco.gov.pk.

Note:

- i. Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at www.eprocure.gov.pk
- ii. **In Future, all the tenders in HESCO will be floated through E-PADs, therefore potential bidders/ Supplier/Manufactures are requested to get registered on EPADS(www.eprocure.gov.pk)**

Tel: 022-9260070
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**Director General (Procurement)
Project Management Unit
HESCO, Hyderabad**

SECTION - II

INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1. Scope of Bid	1.1	Hyderabad Electric Supply Company (The Procuring Agency) invites Bids for the provision of Goods as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements. The successful Bidder(s) will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS.
2. Source of Funds	2.1	Source of funds is referred to in Clause-2 of Invitation for Bids.
3. Eligible Bidders	3.1	<p>A Bidder may be a natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the Contract's execution under the Contract's terms and conditions. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.</p> <p>(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, per the guidelines issued by the PPRA).</p>
	3.2	The appointment of the Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to The Procuring Agency.
	3.3	A verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of the proposed contract to be performed by each party and each party shall be evaluated (or post-qualified if required) concerning only, and the responsibilities of each party shall not be substantially altered without the prior written approval of The Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective suppliers, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering except for such procurement made by the foreign missions of Pakistan. For such purpose, the bidder must have to initiate the registration process before the bid submission and the necessary

		evidence shall be submitted to The Procuring Agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by The Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the Bid of another Bidder, or influence the decisions of The Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.8	<p>A Bidder may be ineligible if:</p> <ul style="list-style-type: none"> (a) he is declared bankrupt or, in the case of a company or firm, insolvent; (b) payments in favour of the Bidder are suspended per the judgment of a court of law other than a judgment declaring bankruptcy and resulting (by the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, under the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, performance failure or breach of bid securing declaration. (f) the firm, supplier and contractor are blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to The Procuring Agency evidence of their eligibility, and proof of compliance with the necessary legal requirements to carry out the contract effectively.

	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of The Procuring Agency, as The Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) per cent of the Bid price is envisaged.
4. Eligible Goods and Related Services	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in section-4 titled “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
	4.4	To establish the eligibility of the Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
	4.5	If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in the respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a joint venture member in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and The Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	<p>The goods required, bidding procedures, and contract terms and conditions are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p style="text-align: center;"> Section I Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) </p>
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		<p>Section IV Eligible Countries</p> <p>Section V Technical Specifications, Schedule of Requirements</p> <p>Section VI Forms – Bid</p> <p>Section VII General Conditions of Contract (GCC)</p> <p>Section VIII Special Conditions of Contract (SCC)</p> <p>Section IX Contract Forms</p>
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS.
	7.3	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from The Procuring Agency or the signed pdf version downloaded from the website.
	7.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder’s risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify The Procuring Agency in writing or in electronic form that provides a record of the content of communication at The Procuring Agency's address indicated in the BDS.
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or electronic form to any request for clarification provided that such request is received not later than three (03) days before the deadline for the submission of Bids as prescribed in ITB 23.1. However, this clause shall not apply in the case of alternate methods of Procurement.
	8.3	Copies of The Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In the case of downloading the Bidding Documents from the website of The Procuring Agency, the response of all such queries will also be available on the same link available on the website.
	8.4	Should The Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9.
	8.5	If indicated in the BDS , 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 in the BDS . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of

		the pre-Bid meeting shall be made by The Procuring Agency exclusively through the use of an Addendum according to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, The Procuring Agency for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents according to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provides a record of the content of communication to all the bidders who have obtained the Bidding Documents from The Procuring Agency. The Procuring Agency shall promptly publish the Addendum at The Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier before the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid before the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, The Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that The Procuring Agency shall extend the deadline for submission of Bid if such an addendum is issued within the last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language	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 BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: a) Form of Bid and Bid Prices completed in accordance with 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established per ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process. d) Documentary evidence established in accordance with

		<p>ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;</p> <p>e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;</p> <p>f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18;</p> <p>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</p> <p>h) Any other document required in the BDS.</p>
	11.2	<p>Where a sample(s) is required by a The Procuring Agency, the sample shall be:</p> <p>a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;</p> <p>b) carriage paid;</p> <p>c) received on, or before, the closing time and date for the submission of bids; and</p> <p>d) evaluated to determine compliance with all characteristics listed in the BDS.</p>
	11.3	<p>The Procuring Agency shall retain the sample(s) of the successful Bidder. A The Procuring Agency shall reject the Bid if the sample(s)-</p> <p>a) do(es) not conform to all characteristics prescribed in the bidding documents; and</p> <p>b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.</p>
	11.4	<p>Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p>
	11.5	<p>Samples made up from materials supplied by a The Procuring Agency shall not be returned to a Bidder nor shall a The Procuring Agency be liable for the cost of making them.</p>
	11.6	<p>All samples produced from materials belonging to an unsuccessful Bidder shall be kept by The Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).</p>
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1	<p>Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.</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	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: <ul style="list-style-type: none"> a) A detailed description of the essential technical specifications and performance characteristics of the Goods; 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; c) Any other procurement-specific documentation requirement as stated in the BDS.
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder’s eligibility to Bid shall establish to the satisfaction of The Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled “Eligible Countries”.
	13.3	The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of The Procuring Agency that: <ul style="list-style-type: none"> 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>b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, and meets the qualification criteria specified in BDS.</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 BDS.</p>
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <p>a) where there is only one (substantially) responsive bidder, or</p> <p>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</p> <p>c) The Procuring Agency may fix the price of missing items in accordance with the market survey, and the same shall be considered as a final price.</p>
	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and the total Bid price of the goods it proposes to deliver under the contract.
	15.6	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad):</p> <p>i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-</p>

		<p>shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <ul style="list-style-type: none"> A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. <ul style="list-style-type: none"> ii) all applicable taxes which will be payable on the goods if the contract is awarded. iii) the price for inland transportation, insurance, and other local costs incidental to the delivery of the goods to their final destination, if specified in the BDS. iv) the price of other (incidental or allied) services, if any, listed in the BDS.
	15.7	<p>For goods offered from abroad:</p> <ul style="list-style-type: none"> i) the price of the goods shall be quoted CIF named port of destination, or CIP border point or CIP named place of destination, in the The Procuring Agency’s country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country. Or ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be) if specified in the BDS. Or iii) the price of goods quoted CFR port of destination (or CPT as the case may be) if specified in the BDS. iv) the price for inland transportation, insurance, and other local costs incidental to the delivery of the goods from the port of entry to their final destination, if specified in the BDS. v) the price of (incidental) services, if any, listed in the BDS.
	15.7	<p>Prices proposed on the Price Schedule for goods and related services shall be dis aggregated, where appropriate as indicated in this Clause. This desegregation shall be solely to facilitate the comparison of Bids by The Procuring Agency. This, shall not in any way limit The Procuring Agency’s right to contract on any of the terms and conditions offered:</p> <ul style="list-style-type: none"> a) For Goods: <ul style="list-style-type: none"> i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or

		<p>assembly, if the contract is awarded to the Bidder, and</p> <p>b) For Related Services</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 any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or individual contracts (Los) within a package.
16. Bid Currencies	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 BDS.</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 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.</p>
	16.2	For comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by The Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and the SCC are reasonable and responsive to ITB 16.1.
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by The Procuring Agency. A Bid valid for a shorter period shall be rejected by The Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, The Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidder's responses shall be made in writing or in electronic forms that provide a record of the content of the communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration the above correction.
18. Bid Security or Bid Securing Declaration	18.1	Pursuant to ITB 11, unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in form of the fixed amount not exceeding five per cent of the estimated value of procurement determined by The Procuring Agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms).
	18.2	The Bid Security or Bid Securing Declaration is required to protect The Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9.
	18.3	The Bid Security shall be denominated in the local currency or another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: <ul style="list-style-type: none"> 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 BDS
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by The Procuring Agency prior to the Bid submission.

	18.5	The Bid Security shall be paid promptly upon written demand by The Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by The Procuring Agency non-responsive, pursuant to ITB 28.
	18.7	<p>Unsuccessful Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by The Procuring Agency pursuant to ITB 17. The Procuring Agency shall not claim to the amount of the Bid Security, and shall promptly return the Bid Security document after whichever of the following occurs earliest:</p> <ol style="list-style-type: none"> a) the expiry of the Bid Security; b) the entry into force of a procurement contract and the provision of performance security (or guarantee), for the performance of the contract if such security (or guarantee), is required by the Bidding documents; c) the rejection by The Procuring Agency of all Bids; d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42.
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ol style="list-style-type: none"> a) if a Bidder: <ol style="list-style-type: none"> i. withdraws its Bid during the period of Bid Validity as specified by The Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii. does not accept the correction of errors pursuant to ITB 30.3; or b) or in the case of a successful Bidder, if the Bidder fails: <ol style="list-style-type: none"> i. to sign the contract in accordance with ITB 41; or ii. to furnish performance security (or guarantee) in accordance with ITB 42.
19. Alternative Bids by Bidders	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 BDS . If so allowed, ITB 19.2 shall prevail.
	19.2	When an alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating the different schedules for the delivery of goods.

	19.3	If so allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a 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.
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before the bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of the technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	In the case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. <i>Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred to in Rule-36 of PPR-2004.</i>
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	22.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> a) be addressed to The Procuring Agency at the address given in the BDS; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the BDS, pursuant to ITB 23.1.
	22.3	In the case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes are to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: <ul style="list-style-type: none"> a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed/identified as given in Sub-Clause 21.2.
	22.4	The inner and outer envelopes shall: <ul style="list-style-type: none"> a) be addressed to The Procuring Agency at the address provided in the Bidding Data; b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data pursuant to ITB 23.1. c) In addition to the identification required in Sub-Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause ITB.24
	22.5	If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, The Procuring Agency will assume no responsibility for the misplacement or premature opening the of Bid.
23. Deadline for Submission of Bids	23.1	Bids shall be received by The Procuring Agency no later than the date and time specified in the BDS .
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of The Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1	The Procuring Agency shall not consider any Bid for evaluation that arrives after the deadline for submission of Bids, in accordance with ITB 23

	24.2	Any Bid received by The Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by The Procuring Agency prior to the deadline for submission of Bids.
	25.2	The revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred to in ITB 22.

E. OPENING AND EVALUATION OF BIDS

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

		appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In the case of Single Stage Two Envelope Procedure, The Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in the custody of The Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: <ul style="list-style-type: none"> a) the name of the Bidder; b) whether there is a modification or substitution; c) the presence of a Bid Security, if required; and d) Any other details as The Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out 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 ITB 24 .
	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders` representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder`s signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

	26.14	In the case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of the technical proposal The Procuring Agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence The Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact The Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides a record of the content of the communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, The Procuring Agency may ask any Bidder for a clarification of its Bid including a breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by The Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide a record of the content of the communication. In the case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in the case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by The Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	The alteration or modification in THE BID that in any way affects the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in

		writing or in electronic forms that provide a record of the content of the communication.
29. Preliminary Examination of Bids	29.1	<p>Prior to the detailed evaluation of Bids, The Procuring Agency will determine whether each Bid:</p> <ol style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. <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> <ol style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, The Procuring Agency's rights or the Bidder's obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of the bidders presenting substantially responsive Bids.
	29.3	<p>The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.</p>
	29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, 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</i></p>

		<p><i>resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to The Procuring Agency. Examples of minor informalities or irregularities include the failure of a bidder to –</i></p> <ul style="list-style-type: none"> (a) <i>Submit the number of copies of signed bids required by the invitation;</i> (b) <i>Furnish required information concerning the number of its employees;</i> (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>
	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 request may result in the rejection of its Bids.</p>
	29.6	<p>Provided that a Technical Bid is substantially responsive, The Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p>
	29.7	<p>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.</p>
30. Examination of Terms and Conditions; Technical Evaluation	30.1	<p>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.</p>
	30.2	<p>The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.</p>
	30.3	<p>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.</p>

<p>31. Correction of Errors</p>	<p>31.1</p>	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of The Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is any discrepancy between the grand total of the price schedule and the amount mentioned on the Form of the Bid, the amount referred to in the Price Schedule shall be treated as correct subject to the elimination of other errors.
	<p>31.2</p>	<p>The amount stated in the Bid will, be adjusted by The Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9.</p>
<p>32. Conversion to Single Currency</p>	<p>32.1</p>	<p>To facilitate evaluation and comparison, The Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.</p>
	<p>32.2</p>	<p>The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS.</p>
<p>33. Evaluation of Bids</p>	<p>33.1</p>	<p>The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29.</p>
	<p>33.2</p>	<p>In evaluating the Technical Proposal of each Bid, The Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.</p>

	33.2	<p>The Procuring Agency’s evaluation of a Bid will take into account:</p> <ul style="list-style-type: none"> a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder; b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder;
	33.3	<p>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.</p>
		<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 BDS, and quantified in ITB 32.5:</p> <ul style="list-style-type: none"> a) Cost of inland transportation, insurance, and other costs within Pakistan are incidental to the delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; f) the projected operating and maintenance costs during the life of the equipment; g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the TBS and/or in the Technical Specifications.
	33.5	<p>For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <ul style="list-style-type: none"> a) <i>Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i> <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 BDS will be computed for each Bid by The Procuring</p>

Agency 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.

b) *Delivery schedule.*

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

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

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

c) *Deviation in payment schedule.*

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

	<p>alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder. Or</p> <p>ii) The 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.</p> <p>d) <i>Cost of spare parts</i></p> <p>i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the 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</p> <p>ii) The Procuring Agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price. Or</p> <p>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 Agencies in similar situations. Such costs shall be added to the Bid price for evaluation.</p> <p>e) <i>Spare parts and after sales service facilities in Pakistan</i></p> <p>The cost to The Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the BDS or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.</p> <p>f) <i>Operating and maintenance costs</i></p> <p>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</p>
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		<p>specified in the BDS or in the Technical Specifications.</p> <p>g) <i>Performance and productivity of the equipment.</i></p> <p>i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the 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</p> <p>ii. Goods offered shall have minimum productivity specified the under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the BDS or in the Technical Specification.</p> <p>h) <i>Specific additional criteria</i> Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS 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 BDS .
34. Domestic Preference	34.1	If the BDS 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.
35. Determination of Most Advantageous Bid	35.1	In the case where The Procuring Agency adopts the Cost Based Evaluation Technique. The Bid with the lowest evaluated price—from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	35.2	<p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <p>a) Where The Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or</p> <p>b) Where The Procuring Agency, in addition to the mandatory requirements and mandatory</p>

		<p>technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods:</p> <p>In such cases, The Procuring Agency may allocate certain weightage to these factors as a part of the Evaluation Criteria and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p>
36. Post Qualification of Bidder and/or Abnormally Low Financial Proposal	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 BDS.</p> <p>In the case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p>
	36.2	<p>Where the Bid price is considered to be abnormally low, The Procuring Agency shall perform price analysis either during the determination of the Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ol style="list-style-type: none"> a) The Procuring Agency may reject a Bid if The Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; b) Before rejecting an abnormally low Bid The Procuring Agency shall request the Bidder for the explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing, and subsequently verify the Bid or parts of the Bid being abnormally low; 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 the abnormally Low 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. <p>Guidance for The Procuring Agency: In order to identify the Abnormally Low Bid (ALB)</p>

		<p>following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	36.3	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as The Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	<p>The Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining the award of the contract.</p> <p>Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view all the essential aspects such as raw material, it's processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</p>
	36.6	An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event The Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

37. Criteria of Award	37.1	<p>Subject to ITB 36 and 38, The Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded if any.
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38. Negotiations	38.1	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; (c) a minor amendment to the special conditions of the Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for the provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	<p>Where negotiation fails to result in an agreement, The Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, The Procuring Agency shall not reopen earlier negotiations.</p>
39. The Procuring Agency's Right to Reject all Bids	39.1	<p>Notwithstanding ITB 37, The Procuring Agency reserves the right to reject all the bids and to annul the Bidding process at any time prior to the award of the contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from The Procuring Agency the justification of those grounds.</p>
	39.2	<p>Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.</p>
	39.3	<p>The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.</p>
40. The Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	<p>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.</p>
41. Notification of Award	41.1	<p>Prior to the award of contract, The Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.</p>
	41.2	<p>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).</p>

	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 ITB 43 and signing of the contract in accordance with ITB 42.2 .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43 , the 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 ITB 18.7 .
42. Signing of Contract	42.1	Promptly after notification of award, The Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and The Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, the purchase order issued to the bidder shall be construed to be the contract.
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 BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: <ul style="list-style-type: none"> (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 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 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 BDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make an estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and the engagement of labour during the first month beginning with the date of The Procuring Agency's "Notice to Commence" as specified in the SCC .
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC .
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. GRC	47.1	The Procuring Agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of The Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on

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

H. MECHANISM OF BLACK LISTING

49. Mechanism of Black Listing	49.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration;
	49.2	The show cause notice shall contain: <ul style="list-style-type: none"> (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 procurement of all the procuring agencies.
	49.3	The Procuring Agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, The Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and The Procuring Agency shall decide the matter on the basis of available record and personal hearing, if availed.

	49.5	In case the bidder or contractor submits written reply of the show cause notice, The Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of The Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	49.7	The Procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by The Procuring Agency to the Authority and respective bidder or bidders in the form of a decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in the blacklisting and debarment mechanism has been adhered to by The Procuring Agency.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of the review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of the filing of the review petition.
	49.11	The committee shall serve a notice in writing upon all respondents of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of The Procuring Agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	The Authority on the basis of the decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION - III Bid Data Sheet (BDS)

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

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

1.	1.1	<p>Name and address of the Purchaser & Summary of Goods to be procured: Hyderabad Electric Supply Company (HESCO) Address: Director General (Procurement), PMU, HESCO Address: Bungalow #A-1, HESCO Colony Hussainabad Hyderabad. Phone No : 0092-9260070 Fax No : 0092-9260525</p> <p>The subject of procurement is: Procurement of Goods to be supplied on FCS (Free Consignee Stores)/DDP(Delivered Duties Paid) at Regional Store MCPL Workshop Jamshoro. The unloading of the goods shall be the responsibility of the Supplier.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Tender No.</th> <th style="text-align: center;">Item No.</th> <th style="text-align: center;">Description of Material</th> <th style="text-align: center;">Qty (Nos)</th> </tr> </thead> <tbody> <tr> <td rowspan="8" style="text-align: center; vertical-align: middle;">PMU- 206/25-26</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Chemical Foam 10 Gallon</td> <td style="text-align: center;">27</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Chemical Foam Type (02 Gallon)</td> <td style="text-align: center;">22</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">Sand Container with Shovel</td> <td style="text-align: center;">37</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">CO2 Trolley Mounted Twin Cylinder 20Kg Capacity each = 40Kg</td> <td style="text-align: center;">06</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">Fire Buckets with Stand 10 Liters</td> <td style="text-align: center;">174</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">CO2 Fire Extinguisher (05KG)</td> <td style="text-align: center;">14</td> </tr> <tr> <td style="text-align: center;">7</td> <td style="text-align: center;">CO 2 Trolley Mounted Single Cylinder (40KG)</td> <td style="text-align: center;">03</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">Dry Chemical Powder (50KG)</td> <td style="text-align: center;">12</td> </tr> </tbody> </table> <p>Period for delivery of goods: 120 days from the date of the signing of Purchase Order (PO).</p>	Tender No.	Item No.	Description of Material	Qty (Nos)	PMU- 206/25-26	1	Chemical Foam 10 Gallon	27	2	Chemical Foam Type (02 Gallon)	22	3	Sand Container with Shovel	37	4	CO2 Trolley Mounted Twin Cylinder 20Kg Capacity each = 40Kg	06	5	Fire Buckets with Stand 10 Liters	174	6	CO2 Fire Extinguisher (05KG)	14	7	CO 2 Trolley Mounted Single Cylinder (40KG)	03	8	Dry Chemical Powder (50KG)	12
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2.	2.1	<p>Financial year for the operations of the Procuring Agency: 2025-26</p> <p>Name of financing institution: HESCO (Own Sources)</p> <p>Name and identification number of the Contract: No. PMU-206/25-26</p>																													
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: Three																													
4.	3.6	Not Applicable																													
5.	4.1	Ineligible countries are stated in the Section IV of this Bidding Documents.																													
6.	4.5	This clause is not applicable																													

B. Bidding Documents

7.	7.2	The Bids will be submitted through E-Procurement/EPADS(https://eprocure.gov.pk).
8.	7.3	The existing Clause may be replaced with: The Procuring Agency is not responsible for the completeness of the Bidding Documents. Bidder has to ensure to fulfill all requirements/ necessary arrangements to submit the bid, complete in all respect through EPADS.
9.	8.1	The existing Clause may be replaced with: A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency through EPADS as per the given time frame.
10.	8.2	The existing Clause may be replaced with: The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing through EPADS to any request for clarification provided that such request is received not later than three (03) working days before the deadline for the submission of Bids as prescribed in ITB 23.1. However, this clause shall not apply in the case of alternate methods of Procurement.
11.	8.3	Not Applicable, as the Clarification and their response will be available on EPADS.
12.	8.5	Not Applicable

C. Preparation of Bids

13	9.2	The existing Clause may be replaced with: Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents according to ITB 7.1 and shall be communicated through EPADS. Provided that the bidder who had either already submitted their bid before the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid before the original or extended bid submission deadline.
14.	10.1	The Language of all correspondences and documents related to the Bid is: English
15.	11.1 (b)	Samples are not required.
16.	11.1 (g)	Power of Attorney Authorizing the signatory of the bidder to submit the bid on the Company's Letter Head.
17.	11.1 (h)	Documents Comprising the Bid The Bid submitted by the Bidder shall be prepared,) comprising the following documents on Standard Form. <ul style="list-style-type: none"> • Form of Bid • Price Schedule • Completion Schedule • Form of Qualification Information <ul style="list-style-type: none"> ➤ Manufacturer Authorization ➤ Manufacturer's Experience of

		<ul style="list-style-type: none"> ➤ Supply Record ➤ Bidder's Experience of Supply Record ➤ Performance Certificate ➤ Current Contract Commitment ➤ Pending Litigation ➤ Financial Data ➤ Annual Turnover Data ➤ Financial Resources <ul style="list-style-type: none"> • Letter of Acceptance • Bid Security Form • Integrity Pact • Beneficial ownership disclosure form • JV agreement (if applicable)
18.	11.2,11.3 11.4,11.5 & 11.6	Not Applicable
19.	12.3 (c)	<p>A. All equipment being supplied shall conform to type test (if applicable) as per technical specification and shall be subject to routine tests in accordance with requirements stipulated under respective sections.</p> <p>B. The reports for all type tests (if applicable) as per technical specification shall be furnished by the Supplier along with equipment/material drawings provided with the bid. The reports must be complied with Type Test policy</p> <p>C. The bidder shall submit an unconditional undertaking duly signed and stamped by bidder duly supported by manufacturer(s) in bid that in case of award of contract if submitted type test reports are not according to NTDC type test policy, he will carry out type tests under witness of NTDC/HESCO as per NTDC type test policy within the quoted Bid price and without affecting the delivery / completion period as mentioned in the Bidding Documents.</p> <p>D. The equipment which are not mentioned in latest NTDC type test policy shall be tested as per relevant NTDC specifications.</p> <p>E. In the event of any discrepancy in the type test reports i.e. any test report not acceptable due to any design/manufacturing changes (including substitution of components) or due to non-compliance with the requirement stipulated in the Technical Specification or any/all additional type tests not carried out, same shall be carried out without additional cost without effecting delivery period implication to the Purchaser as per National Transmission and Dispatch Company Pakistan latest type test policy attached herewith.</p>

20.	12.4	Not Applicable
21.	13.3 (b)	<p>(A) Eligible Bidders</p> <ul style="list-style-type: none"> i. A Bidder having the nationality of Pakistan. ii. The Bidder shall be registered with Income Tax and Sales Tax Departments and shall be on Active Taxpayers List of the Federal Board of Revenue. iii. The Bidder/manufacturer shall not be, blacklisted by DISCOs/NTDC/PPMC/PPRA or any other Government department. <p>(B) Qualification of the Bidder</p> <p>To be qualified for award, the Bidder shall meet the experience, capability and adequacy of resources as per criteria delineated herein below:</p> <p>1. <u>Contractual Experience</u></p> <p>a) Bidder/JV shall have successfully completed at least two (02) number of contracts of same nature/type. “Same nature/type” means material/equipment having comparable characteristics/ features same rating or higher rating not lower rating within last 07 years. In this context, complete set of copies of the contract agreements/Purchase Orders along-with copy of GRN/ completion certificate (must be issued by the end user client) for the equipment indicated in the supply record pertaining to the specified and comparable equipment during the bid evaluation. In this context the bidder is required to fill only in the relevant forms given in tender document and submit the same with the bid. Schedule of qualifications duly filled in should be submitted with the bid and extra sheets may be used to furnish qualifications, experience and supply record (year wise) of the addresses/contract numbers of the purchasers/clients.</p> <p>b) The bidders/JV, who are not manufacturers themselves, shall furnish a valid and fresh authorization from the concerned manufacturer to submit a bid from supply of their goods to Pakistan against the tender.</p> <p>2. <u>Manufacturing Experience.</u></p> <p>The manufacturer shall demonstrate designing and manufacturing experience of similar or higher rated equipment /material for at least five year and Two-year satisfactory operation performance of offered equipment.</p> <p>3. <u>Performance Criteria</u></p> <p>The material manufactured/supplied by the bidder must have satisfactory operational experience. The bidder shall submit at least two (2) operational certificate with the bid from the end user from Pakistan or from outside the country of origin of Page 46 of 98 offered equipment /goods to establish satisfactory operation for a continuous period of at least two years prior to deadline for submission of bids within the period of last 10 years. If the bidder has already supplied the offered equipment/goods to NTDC/DISCOs/K-Electric/GENCOS/Azad Jammu Kashmir (AJK) and the</p>

		<p>same is in satisfactory operation for a continuous period of at least two years prior to deadline for submission of bids, the same shall be considered equivalent to criteria mentioned above. The bidder shall submit purchase order(s)/ /Contract Agreement(s) in such case along with Completion Certificates(s)/Goods Receipt Notes (GRNs)/ Inspection Certificates.</p> <p>4. <u>Supply Capacity</u></p> <p>The manufacturer shall provide the following information with the Bid to establish its capacity/capability to execute the order.</p> <p>i. Manufacturing Capacity ii. Orders in hand iii. The manufacturing capacity of the Bidder should be at least equal to orders in hand and this order (if placed on it).</p> <p>5. <u>Financial Criteria</u></p> <p>i. The bidder should have sound financial health. In order to determine the same the bidder shall provide its up to date audited financial statements/ other financial statements acceptable to employer i.e. balance sheet, income statement, and cash flow statements for the last 3 years (three years). The bidder's Net worth for each last 3 years should be positive. In this context the bidder is required to fill in the relevant forms of this bidding document and submit the same with the bid.</p> <p>ii. The bidder shall have an average annual turnover in the last 3 years equal to or more than that of the quoted bid price. The annual turnover of partners in a JV shall be calculated by summing their individual turnovers. In case of JV, all JV partners shall combinely meet the said requirement.</p> <p>iii. A bidder/or all partners combined in case of JV has to have sufficient financing sources, liquid assets, unencumbered real assets, lines of credit, available to meet the total cash flow demands of the contract. The cash flow availability be at least 25% of the total quoted amount.</p> <p>6. <u>Litigation History</u></p> <p>Bidders are requested to submit details of all litigation, arbitration and other claims whether pending, threatened or resolved in the last five years.</p> <p>The above stated information should be completed as per prescribed format and submitted along with required attachments. The missing or in complete information / documents may render the bid substantially non-responsive. In this regard, the Purchaser does not have an obligation to request any document / certificates.</p>
22.	15.6	<p>The existing Clause may be replaced with:</p> <p>The offered Bid prices shall be on FCS (Free Consignee Stores)/DDP (Delivered Duty Paid) inclusive of all taxes, duties and other levies on the finished Goods excluding of GST at Regional Store MCPL Workshop Jamshoro, Sindh. The unloading of the goods shall be the responsibility of the Supplier.</p>

23.	16.1	The quoted Prices shall be in PKR.
24.	16.2,16.3 & 16.4	Not applicable.
25.	17.1	The Bid Validity period shall be 90 days .
26.	18.1	The amount of Bid Security shall be PKR 90,000/- for Tender The currency of the Bid Security shall be in PK
27.	18.2	Bid Securing Declaration is not allowed.
28.	18.3	All e-Bids must be accompanied by Bid Security in the favour of Director General (Procurement)/Chief Engineer (Development) PMU HESCO, Hyderabad in the shape of "Bank Guarantee" / CDR/ Banker Cheque from any Scheduled Bank of Pakistan, valid for 28 days beyond bid validity date/extended bid validity date. The bidders shall upload scanned copy of Bid Security on EPADS. Original Bid Security must be submitted to the Procuring Agency on or before the closing date & time of e-bids submission, failing which the e-bid shall be rejected. Note: i. The bid security from any insurance company will not be acceptable in any case and the bid shall be liable for rejection. ii. In case the bid security is not valid as per the given requirement, the bid shall be rejected.
29.	19.1	Alternative Bid is not allowed.
30.	19.2 19.3	Not Applicable
31.	21.1	The existing Clause may be replaced with: The original bid completed in all respects and duly signed will be submitted electronically through EPADS(https://eprocure.gov.pk)
32.	21.2	The existing Clause may be replaced with: The original Bid submitted through EPADS shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

33.	22.1, 22.2 & 22.3	The existing clause may be replaced as following: The Bids will be submitted through E-Procurement/EPADS(https://eprocure.gov.pk). The bids submitted through EPADS will only be acceptable. All the PPRA rules regarding e-procurement will be followed. Bids not submitted through EPADS, not signed and / or not stamped, will be rejected.
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34..	23.1	The deadline for Bid submission through EPADS is Day: Wednesday Date: 20.05.2026 Time: 10:30A.M
35.	24.1 & 24.2	Not Applicable.
36.	25.1 & 25.2	The bidder may withdraw and may resubmit on EPADS before its opening.

E. Opening and Evaluation of Bids

37.	26	<p>The existing clause will be replaced as following:</p> <p>1. The Bids will be opened electronically on; Day: Wednesday Date: 20.05.2026 Time: 11:00A.M</p> <p>2. 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, the Bid price if applicable, including any discounts and the presence or absence of a Bid Security or Bid Securing Declaration.</p> <p>3. The Bidders' representatives who chose to attend physically 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.</p>
38.	32.1,32.2	Only PKR currency is acceptable.
39.	33.2	<p>The existing Clause may be replaced with:</p> <p>Technical and Financial Evaluation/Comparison of bids shall be carried out on FCS (Free Consignee Stores)/DDP (Delivered Duty Paid) basis (at Regional Store MCPL Workshop Jamshoro, Sindh). The unloading of the goods shall be the responsibility of the Supplier). The material shall be supplied as per stipulated delivery schedule approved Standard specifications (amended-to-date). Any deviations in the tender specification shall be liable for the rejection of the tender. Arithmetical errors will be rectified on the following basis:</p> <p>If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail.</p> <p>If there is a discrepancy between the total Tender price entered in Form of Tender and the total shown in the Schedule of Prices. The amount stated in the Form of Tender will be corrected by the Purchaser/Engineer in accordance with the Corrected Schedule of Prices.</p> <p>If the Tenderer does not accept the corrected amount of Tender, his Tender shall be rejected and his Tender Security forfeited.</p> <p>Tenders indicating the delivery beyond the date specified in Tender Schedule shall be declared non-responsive.</p> <p>The bidder must be registered with Income Tax and Sales Tax Department.</p>
40.		

	33.3	The existing Clause may be replaced with: The comparison shall be made on the basis of FCS (Free Consignee Stores)/DDP (Delivered Duty Paid) without GST at Regional Store MCPL Workshop Jamshoro, Sindh. The unloading of the goods shall be the responsibility of the Supplier.
41.	33.5	The existing Clause may be replaced with: The offered bid in addition to the relevant specification shall be evaluated by the procuring agency's evaluation committee as per <i>PP Rule-4 Principles of Procurement</i> especially in terms of quality of material used, material finishing workmanship, efficiency, economy, reliability and value for money etc.
42.	33.6	Not Applicable
43.	34.1	As per Govt. Policy S.R.O. 827(1)/2001 or updated.
44.	35.1	The existing Clause may be replaced with: The evaluation shall be carried out as per ITB Clause 30 and Clause-36, 37 & 38 of BDS on the basis of the eligibility of the supplier/manufacturer and the eligibility of goods. If eligible, the bidder will be selected on the least cost basis.
45.	35.2	Not Applicable
46.	38.1	The existing Clause may be replaced with: Negotiations will be undertaken as per Public Procurement Rule 40.

F. Award of Contract

47.	40.1	The existing Clause may be replaced with: The Procuring Agency reserves the right at the time of contract award and during the currency of contract to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not increase or decrease by 15%, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
48.	43.1	The Performance Security (or guarantee) shall be 10% of the total Contract Price including GST
49.	43.2	The Performance Security (or guarantee) shall be in the form of: <ul style="list-style-type: none"> - A bank guarantee issued by a scheduled bank of Pakistan in the form provided in the Bidding Documents. - Call Deposit Receipt (CDR) Note: The performance security from any insurance company will not be acceptable.
50.	44.1	Advance Payment is not allowed.
51.	44.2	Not Applicable
52.	48.1	The existing Clause may be replaced with: Any party can file its written complaint through EPADS 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 in the light of PPRA rules amended to date.
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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#>

SECTION -V
Schedule of Requirements

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

Tender No.	Item No.	Description of Material	Unit	Req: Qty	Technical Specifications	Delivery Period Required FCS/DDP Hyderabad
PMU-206/25-26	1	Chemical Foam 10 Gallon	No.	27	As per attached Specifications	120 Days from the date of signing the Purchase Order
	2	Chemical Foam Type (02 Gallon)	No.	22		
	3	Sand Container with Shovel	No.	37		
	4	CO2 Trolley Mounted Twin Cylinder 20Kg Capacity each = 40Kg	No.	06		
	5	Fire Buckets with Stand 10 Liters	No.	174		
	6	CO2 Fire Extinguisher (05KG)	No.	14		
	7	CO 2 Trolley Mounted Single Cylinder (40KG)	No.	03		
	8	Dry Chemical Powder (50KG)	No.	12		

Technical Specifications

1. GENERAL

- 1.1 All design, equipment, materials and workmanship shall comply with and be tested in accordance with requirements of the specifications. Equipment or parts which are not covered by the specifications shall comply with rules, codes and regulations of the international electro-technical commission or approved National Standards bodies.
- 1.2 The general intent of these specifications is to require the supply of equipment and materials equal or superior to those actually described herein. Unless otherwise stated, reference to the brand or manufacture, if made is only for the sake of comparison as to type, design, character or quality of the equipment and material desired and shall not be interpreted as eliminating other equipment and material of equal performance, quality and durability.

2. SPECIFICATIONS AND DRAWINGS

- 2.1. The contract shall be executed in strict conformity with the specifications and / or drawings given or mentioned in this section and the supplier shall do not `start production` without proper specifications, instructions and / or drawings.
- 2.2 Specifications and/or drawings are intended to complement each other so that if anything is shown on the drawings as required but not mentioned in the specifications or vice versa, it shall be of like effect as if shown or mentioned in both. If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or, if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Engineer whose written explanation and/or clarification shall be obtained before proceeding with the work.
- 2.3 The supplier shall submit to the Director General (Procurement) PMU HESCO, Hyderabad within 10 days of the issuance of the Purchase Order, for approval of the Engineer, four (4) copies of all drawings, technical literature, data, operation and maintenance instruction books and/or manuals required under the specifications and such other documents as are required in the Technical Specifications or other provisions of the bidding documents or, if he deems necessary, require changes or modifications to be made therein, he shall return two copies to the Supplier marked "Approved", "Approved as Noted" or "Returned for Correction". Each drawing which is noted "Returned for Correction" shall be resubmitted to the Engineer after corrections.
- 2.4 The Supplier shall allow 30 days for the Engineer's approval of drawings in his schedule of work and in the time allowed for completion of the Contract. Extra time required for approval of drawings due to deficiencies in design or errors in submitted drawings shall be the responsibility of the Supplier and no extension in time will be allowed on this account. Delays in obtaining approval caused by the Engineer beyond 30 days will entitle the Supplier to an extension of time.
- 2.5 Approval by the Engineer does not relieve the Supplier of his responsibility to do the work in accordance with the Contract.
- 2.6 The Supplier shall be responsible for any discrepancies, errors or omissions in any drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer or not.
- 2.7 All drawings and documents furnished by the Supplier in accordance with the Contract shall become the property of the Purchaser.

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

3. **LANGUAGE**

3.1 All correspondence, literature, drawings, name plates, diagrams, applicable data, equipment details, instructions and maintenance books and manuals, spare parts books and descriptive data shall be in the English language.

4. **UNITS OF MEASUREMENT**

4.1 All dimensions and units given by the Supplier in the Bid with its associated drawings and the approval Drawings as submitted by the Supplier shall be in metric system and all reference to weights, measurements and quantities shall be in metric units.

5. **TEST CERTIFICATE**

The firm will enclose with each consignment, manufacturer's test certificate in triplicate conforming that the goods offered conform to requirements of the tender and literature / brochure provided with the equipment.

6. **TECHNICAL SPECIFICATIONS**

The offered Material shall comply with all the specified requirements as specifications attached with the bidding document.

SECTION – VI
STANDARD FORMS

FOR

Single Stage One Envelope Procedure

Form of Bid

Bid/Tender No. _____

Date: _____

To

Director General (Procurement)
Project Management Unit
HESCO, Hyderabad.

We, the undersigned, declare that:

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

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

We are hereby confirming, Mr. _____ 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 a conflict of interest with reference to **ITB Clause 3.7**.

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

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

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

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

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

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

Dated this _____ day of _____ 20_____.

(Name)

[signature]
[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE TENDER NO. PMU-206/25-26

Tender	Item #	Description of Stores	Specification (Amended to-date)	Quantity required (No.)	FCS/DDP unit rate (as per SCC clause 11) in PKR without GST	Total Amount in PKR (3 x 4)
	1	2	3	4	5	6
PMU-206/25-26	1	Chemical Foam 10 Gallon	As per attached Specifications	27		
	2	Chemical Foam Type (02 Gallon)		22		
	3	Sand Container with Shovel		37		
	4	CO2 Trolley Mounted Twin Cylinder 20Kg Capacity each = 40Kg		06		
	5	Fire Buckets with Stand 10 Liters		174		
	6	CO2 Fire Extinguisher (05KG)		14		
	7	CO 2 Trolley Mounted Single Cylinder (40KG)		03		
	8	Dry Chemical Powder (50KG)		12		
		Applicable GST				
		Grand Total				

(IN WORDS: _____)

Stamp & Sign: _____ Date: _____

Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

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

Place of registration: *[insert]*

Principal place of business: *[insert]*

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

1.2 Qualification and experience of Manufacturer/supplier provide as required in bidding document on attached Performa.

1.3 Financial reports for the last 3 years: balance sheets, profit and loss statements, auditors' reports, and other data as per attached Performa.

1.4 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc as per attached Performa.

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

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

1.6 We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.

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

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

1.9 Statement of compliance with the requirements of ITB 3.4.

1.10 Descriptions, Data drawings, and type test reports (if applicable) as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

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

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

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

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

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

3. Additional Requirements

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

We, the undersigned declare that

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Bid Security Form

To:

[Insert name of procuring agency]

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

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

Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

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

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

Name: _____ in the capacity of _____ signed
[Signature of the Bank]

Dated on _____

Performance Security (or guarantee) Form

To:

[Insert name of procuring agency]

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

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

Contract Number: _____

Date: _____

Contract Title: _____

Contract Value: _____

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

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

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

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

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

Buyer

Seller

MANUFACTURER'S AUTHORIZATION

Date: _____ Bid Reference No.: _____

To: _____
(Name of Bidder)

WHEREAS we _____ who are official
Manufacturer of _____ (name & description of Goods offered) having factories
at
(address of factory) _____ do hereby authorize M/s
_____(Name and address of Bidder) to submit a
Bid in relation to the Invitation for Bids indicated above, the purpose of which is to
provide the following Goods manufactured by us and to subsequently negotiate and sign
the Contract:

Description of Goods: _____

No company or firm or individual other than M/s _____ are
authorized to bid, and conclude the contract for the above goods manufactured by us
against this specific IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the
General Conditions of Contract, with respect to the Goods offered by the above firm in
reply to this Invitation for Bids

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Authorization for and on behalf of _____
(Name of Manufacturer)

Date: _____

Note: This letter of authority should be on the letter head of the Manufacturer and should
be signed by a person competent and having the Power of Attorney to legally bind the
Manufacturer.

**MANUFACTURER'S EXPERIENCE OF SUPPLY
RECORD**

(For a period of Last 05 Years) Name of the Equipment/Goods:

Sr. No.	Client Name, Address Phone, Number & E-mail	Item	Quantity	Year	End-user Certificate

Signed & Stamped

BIDDER'S EXPERIENCE OF SUPPLY RECORD

Name of the Equipment/Goods:

Sr. No.	Client Name, Address Phone, Number & E-mail	Item	Quantity	Amount (PKR)	Year	Copies of agreement / P.O.

Signed & Stamped

CURRENT CONTRACT COMMITMENTS

Bidder and each partner of JV (in case of JV) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion.

Sr. No.	Name of Contract / Order	Employer's Contract Address, Tel, Fax	Value of Outstanding orders (Pak Rupee Equivalent)	Estimated Delivery Date	Average Monthly Invoicing Over Last Six Months (Pak Rupees Equivalent / month)
1	2	3	4	5	6
2					
3					
4					
5					
6					
7					

Signed & Stamped

Manufacturer's Orders in Hand and its Implementation Schedule

Manufacturer should provide following information on their all contracts/orders in hand, that have been awarded or for which a letter of intent or acceptance has been received, or for contracts approaching completion and Implementation Schedule thereof:

Sr. No.	Particulars of Contracts/ Orders in hand	Order No. & Date	Name of Order Placing Authority	Order Completion Date	Remaining Contract Period (in months)	Ordered Quantity	Balance Quantity yet to be supplied
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
Total							

Signature and Seal of the Manufacturer / Bidder:

FINANCIAL RESOURCES

Specify proposed sources of financing, such as liquid assets, lines of credit, and other financial means less current commitments to meet the total cash flow demands of this contract.

Financial Resources			
Sr. No.	Source of Financing	Amount (currency)	Equivalent Amount* (US\$/PKR)
1	Liquid Assets		
2	Credit Lines		
3	Total (1+2)		
4	Current Commitments		
5	Net Available Financial Resources (4-5)		

* Converted to US\$/PKR at exchange rate (selling) prevailing twenty-eight (28) days prior to deadline for submission of Bids.

Signature and Seal of the Bidder:

ANNUAL TURNOVER DATA

Name of the Bidder / JV Partner:

Bidder and each Joint Venture Partner (in case of JV) are requested to complete the information in this form separately.

Annual turnover data for the last three years			
Year	Amount (Currency)	Exchange Rate*	Equivalent Amount (US\$/PKR)
Average Annual Turnover (for last three years)			

* The Exchange Rate (Selling) prevailing 28 days prior to Bid Opening

Signature and Seal of the Bidder:

FINANCIAL DATA

The Bidder and each JV partner (in case of JV) shall complete the information in this Form. Name of the Bidder / JV Partner: _____

Financial Data for Last (03) Years			
Fiscal Year			
Information for Balance Sheet			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Cash and Cash equivalents			
Current Liabilities			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
<p>Attach copies of audited financial statements along with notes for the last three years, as indicated above, complying with the following conditions:</p> <ul style="list-style-type: none"> • All such documents must reflect the financial situation of the Bidder and not sister, affiliate or parent companies. • Historic financial statements must be audited by a chartered accountant whose certificate of incorporation with its concerned accreditation body for example Association of Chartered Accountants of X-Country shall be submitted with the Bid. • Historic financial statements must correspond to accounting periods already completed and audited (no financial statements for partial periods shall be accepted). 			

Signature and Seal of Bidder:

PENDING LITIGATION

Each Bidder or member of a JV must fill in this form.

Pending Litigation					
Year	Name of Other Party (ies)	Matter in Dispute	Litigation whether in Courts or Arbitration	Amount involved	
				Pending or Threatened	Resolved
Total					
% age of Net Worth					

Signature and Seal of Bidder:

PERFORMANCE CERTIFICATE
Summary of operational Experience

It is certified that M/s. _____ has supplied the following materials for the quantities indicated against each. The performance of the delivered material is satisfactory

Sr. No.	Order No. & Date	Designation & address of order placing authority/User	Description of Material	Quantity	Date of Supply	Performance of Material	Description of Material

Signature & seal of the Manufacturer / Bidder

Note:

Bidder shall attach the operational certificate with this Performa.

SECTION – VII
GENERAL CONDITIONS OF THE CONTRACT (GCC)

<p>1. Definitions</p>	<p>1.1</p>	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> a) “Authority” means Public Procurement Regulatory Authority. b) The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder. c) The “Contract” means the agreement entered into between HESCO and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. d) The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC. e) “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. f) “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC. g) The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. h) “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract. i) “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to HESCO under Contract. j) “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by HESCO upon fulfilment of the conditions precedent stipulated in GCC Clause 3. k) “HESCO” means the person named as HESCO in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC. l) “Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract. m) “GCC” means the General Conditions of Contract
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		<p>contained in this section.</p> <p>n) “Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.</p> <p>o) “SCC” means the Special Conditions of Contract.</p> <p>p) “Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by HESCO and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.</p> <p>q) “Project Name” means the name of the project stated in SCC.</p> <p>r) “Day” means calendar day.</p> <p>s) “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.</p> <p>t) “End User” means the organization(s) where the goods will be used, as named in the SCC.</p> <p>u) “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>v) “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>w) “Specification” means the Specification of the Goods and performance of incidental services in</p>
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		<p>accordance with the relevant standards included in the Contract and any modification or addition made or approved by HESCO.</p> <p>x) The Supplier's Bid is the completed Bid document submitted by the Supplier to HESCO.</p>
2. Application and Interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to the singular include the plural and vice versa and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> i. Form of Contract, ii. Special Conditions of Contract, iii. General Conditions of Contract, iv. Letter of Acceptance, v. Certificate of Contract Commencement vi. Specifications vii. Contractor's Bid, and viii. Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. Conditions Precedent	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:</p> <ol style="list-style-type: none"> 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 HESCO is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4. Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and HESCO shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6. Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.

7. Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without HESCO's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of HESCO in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	8.2	The Supplier shall not, without HESCO's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of HESCO and shall be returned (all copies) to HESCO on completion of the Supplier's performance under the Contract if so required by HESCO.
	8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies if so required by the Government of Pakistan or / and the appropriate donor agencies.
9. Patent and Copy Rights	9.1	The Supplier shall indemnify HESCO against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to HESCO by the Supplier herein shall remain vested in the supplier, or, if they are furnished to HESCO directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to HESCO no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to HESCO, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
	10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to HESCO as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

	10.3	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 HESCO; or b) A cashier's or certified check.
	10.4	The performance security (or guarantee) will be discharged by HESCO and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless otherwise specified in SCC.
11. Inspections and Test	11.1	HESCO or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to HESCO. SCC and the Technical Specifications shall specify what inspections and tests HESCO shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
	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 HESCO.
	11.3	Should any inspected or tested Goods fail to conform to the Specifications, HESCO may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to HESCO.
	11.4	HESCO's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in HESCO's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by HESCO or its representative prior to the Goods' shipment from the country of origin.
	11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12. Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the

		Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by HESCO.
13. Delivery and Documents	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. Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16. Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> 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 detailed operations and maintenance

		<p>manual for each appropriate unit of the supplied Goods;</p> <p>d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>e) Training of HESCO's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p>
	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	<p>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:</p> <p>a) Such spare parts as HESCO may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>b) In the event of termination of production of the spare parts:</p> <p>i. Advance notification to HESCO of the pending termination, in sufficient time to permit HESCO to procure needed requirements; and</p> <p>ii. Following such termination, furnishing at no cost to HESCO, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
18. Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they have incorporated all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the HESCO, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
	18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
	18.3	HESCO shall promptly notify the Supplier in writing or in electronic forms that provide a record of the content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, the manufacturer/supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or

		parts thereof. The cost of lifting the defective materials its subsequent repair or replacement and returning back to HESCO stores shall be borne by the supplier.
	18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified, HESCO may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which HESCO may have against the Supplier under the Contract.
19. Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	19.2	The Supplier's request(s) for payment shall be made to HESCO in writing or in electronic forms that provide a record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfilment of other obligations stipulated in the Contract.
	19.3	Payments shall be made promptly by HESCO, within sixty (60) days after submission of an invoice or claim by the Supplier. If HESCO makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
	19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20. Prices	20.1	The contract price shall be specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
	20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in HESCO's request for Bid Validity extension, as the case may be.
21. Change Orders	21.1	HESCO may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for HESCO; 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 HESCO change order.
	21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22. Contract Amendments	22.1	Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.
23. Assignment	23.1	Neither HESCO nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Sub- contracts	24.1	The Supplier shall consult HESCO in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
	24.2	Subcontracts must comply with the provision of GCC Clause 5.
25. Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by HESCO in the Schedule of Requirements.
	25.2	If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify HESCO in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, HESCO shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	25.3	Except as provided under GCC Clause 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26. Liquidated Damages	26.1	Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, HESCO shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed

		Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, HESCO may consider termination of the Contract pursuant to GCC Clause 26.
27. Termination for Default	27.1	HESCO or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	27.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ul style="list-style-type: none"> 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 HESCO 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) HESCO or the Supplier is declared bankrupt or goes into liquidation other than for reconstruction or amalgamation; f) a payment is not paid by HESCO to the Supplier after 84 days from the due date for payment; g) the HESCO gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by HESCO; and h) if HESCO determines, based on reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. <p>For the purpose of this clause: "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.</p>
	27.3	In the event HESCO terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 HESCO may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to HESCO for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

<p>28. Termination for Force Majeure</p>	<p>28.1</p>	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other 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>
	<p>28.2</p>	<p>If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide a record of the content of communication of such condition and the cause thereof. Unless otherwise directed by HESCO in writing or in electronic forms that provide a record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p>29. Termination for Insolvency</p>	<p>29.1</p>	<p>HESCO may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HESCO.</p>
<p>30. Termination for Convenience</p>	<p>30.1</p>	<p>HESCO, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for HESCO’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.</p>
	<p>30.2</p>	<p>The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by HESCO at the Contract terms and price. For the remaining Goods, HESCO may elect:</p> <ul style="list-style-type: none"> a) To have any portion completed and delivered at the Contract terms and prices; and / or b) To cancel the remainder and pay to the Supplier

		an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31. Dispute Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of the dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred to by either party to an arbitrator that shall be appointed by mutual consent of both parties.
	31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period, as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32. Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
	32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
	32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
33. Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should HESCO and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of both parties.
34. Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8, <ul style="list-style-type: none"> a) The supplier shall not be liable to the HESCO, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to HESCO; and b) The aggregate liability of the Supplier to HESCO, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify HESCO with respect to patent infringement.
35. Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in

		electronic forms that provide a record of the content of communication and confirmed in writing or in electronic forms that provide a record of the content of communication to the other party's address specified in SCC.
	35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36. Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
	36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan HESCO shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to HESCO.

SECTION - VIII
Special Conditions of Contract (SCC)

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

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

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

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

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

Governing Language (GCC 4)

5.	4.1	The Governing Language shall be English
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Performance Security (or Guarantee) (GCC 10)

7.	10.1	<p>The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: 10% of the total Contract price (including GST)</p> <p>Time period of validity: shall be valid for 18 months from the date of installation/commissioning or 24 months from the date of delivery of last consignment whichever is earlier.</p>
8.	10.3 (a) & (b)	<p>The Performance Security/Guarantee shall be in PKR issued in favour of Director General (Procurement)/Chief Engineer (Development) PMU, HESCO and it shall be in the form as the per following:</p> <ul style="list-style-type: none"> a. A bank guarantee issued by a scheduled bank of Pakistan in the form provided in the Bidding Documents. b. Call Deposit Receipt (CDR) <p>Note: The performance security from any insurance company will not be acceptable in any case.</p>

Inspections and Tests (GCC 11)

9.	11.6	<p>The following sub clause may be added 11.6</p> <ol style="list-style-type: none"> a. To ensure the manufacture of Goods to be in conformity with Contract requirements, the Supplier shall institute and follow regular procedures for quality assurance during manufacturing process. The manufacturer shall maintain an independent quality control department, which shall be responsible for enforcing the quality assurance programme. Upon Award of the Contract, the Supplier and the Engineer (s) shall establish mutually acceptable quality control and inspection procedure. b. The Goods shall be subjected to the type, sample and routine tests as described in the specifications. The supplier shall provide free of charge all such assistance, instruments, machines, labour and materials as are normally required for carrying out such tests. c. Two authorized representatives of Director General (Procurement) will carry out pre delivery inspection at manufacturer works at supplier expenses including 1st class travelling (return air tickets for places of inspection located out of Hyderabad), local transportation, boarding & lodging in any A class accommodation and daily allowance (including travel time), as per Govt. of Pakistan Policy. The said payment will be made to the inspectors before issuance of Inspection Certificate. d. All reasonable facilities as provided in the specifications or followed by Trade & Industry in general shall have to be offered to the Inspecting officers by manufacturer/supplier at their expense for carrying out Testing and Inspection. e. As soon as goods are ready for inspection, the manufacturer/supplier shall give a notice of at least 15-days for locally manufactured material and two months (60-days) for material manufactured out of Pakistan, for witnessing such tests with date time and place. The nomination of Inspectors will be made by purchaser within 15 days from the receipt of inspection call. The nominated inspectors will immediately proceed for inspection after necessary arrangements by the supplier. Within 7 days from the completion of inspection the inspector shall issue the inspection certificate. f. In case the Goods fail to withstand any test, the cost of repeating such tests and the cost of witnessing such test by the Director General (Procurement) PMU HESCO or 02-No. of its authorized representatives / Inspectors shall be borne by the Supplier and the equipment released or modified to the satisfaction of
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		<p>the Purchaser without any additional cost to the Purchaser.</p> <p>g. Any inspection and / or witnessing of tests or the waiving of such tests and / or surveillance by the Director General (Procurement) PMU HESCO, Hyderabad or 02-Nos. representatives / Inspectors shall not relieve the Supplier of its obligations and responsibilities under the Contract.</p>
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Packaging (GCC 12)

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

	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Agency, with a copy to the Insurance Company:</p> <ol style="list-style-type: none"> i. One original plus two copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; ii. original and four copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and four copies of nonnegotiable bill of lading; iii. One original plus four copies of the packing list identifying contents of each package; iv. inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and v. Insurance Certificate; vi. Manufacturer’s or Supplier’s warranty certificate; <p>For Goods from within Pakistan:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:</p> <ol style="list-style-type: none"> i. one original plus two copies of the Supplier’s
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		<p>invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>ii. delivery note, railway receipt, or truck receipt;</p> <p>iii. One original plus four copies of the packing list identifying contents of each package;</p> <p>iv. Manufacturer's or Supplier's warranty certificate;</p> <p>v. Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>vi. Certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
11.	13.2	The Goods shall be supplied on FCS (Free Consignee Stores)/DDP (Delivered Duty Paid) at Regional Store MCPL Workshop Jamshoro, Sindh. The unloading of the goods shall be the responsibility of the Supplier.

Insurance (GCC 14)

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

14.	18.2	A warranty to the effect that the goods offered conform exactly to the specifications laid down in this Contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications, or not in conformity with the test certificate, the supplier/manufacturer will be held responsible for all losses and that the supplier agree to substitute the unacceptable goods with the acceptable goods at your risk and cost provided the above mentioned defects/deficiencies are noticed within 18 months from the date of installation/commissioning or 24 months from the date of delivery of last consignment whichever is earlier.
15.	18.4 & 18.5	<p>Upon receipt of notice for correction of defects under warranty period the manufacturer/supplier shall, within 45 days (or the period specified in Specification) and with all reasonable speed, repair or replace the defective Goods or parts thereof. The cost of lifting the defective Goods, its subsequent repair or replacement and returning back to HESCO stores shall be borne by the supplier.</p> <p>If the supplied Goods or its part(s) is/are damaged during the warranty and need repair, its warranty period will be protected. The warranty period shall effectively remain active from the</p>

		<p>date of intimation of defective goods to the manufacturer/supplier and shall resume again once the defect has been removed and goods supplied back to HESCO stores.</p> <p>For Example: An item has a warranty period of 12 months. Its warranty starts on 1st January and it gets defective after its successful use/commissioning after 6 months on 5th July. The manufacturer/supplier is intimated about the defect on 7th July. The remaining warranty is 5 months and 23days. This remaining warranty period shall remain reserved. The item is lifted for repair on 15th July and returned to HESCO stores on 7th August. The remaining warranty of 5 months and 23 days will resume from 7th August.</p> <p>The warranty period of the entirely replaced item shall be as per the initial warranty period of new goods.</p> <p>If the Goods under warranty period already repaired are damaged again (second time) the procedure mentioned for the first time damage shall be followed. Accordingly, the same procedure shall be followed for damage/defect for the third time. However, if the goods under warranty period are damaged for the third time the manufacturer/supplier shall be issued a Performance Certificate that will have an impact on its participation in future bids/tenders in HESCO.</p> <p><i>NOTE: Liquidated Damages shall be applicable where there is a delay in delivery of material under the warranty claim. Liquidated Damages shall be applicable as per SCC clause 20.</i></p>
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Payment (GCC 18)

16.	19.1	<p>The payment will be made on the production of the following documents: -</p> <ol style="list-style-type: none"> i. Invoice of the supplied material in triplicate. ii. Delivery Challan duly acknowledged and signed by the consignee. iii. GRN issued by concerned Deputy Manager, Regional Store HESCO MCPL Workshop Jamshoro. iv. Warranty Certificate as per warranty clause. v. Inspection Certificate as per inspection clause. vi. Confirmation letter of acceptance of performance Bond/Security by the Manager (Procurement) PMU HESCO. vii. Certificate to the effect that the billed amount has not been claimed or received earlier (Non-payment certificate). viii. Professional Tax paid certificate by the firm (if applicable). ix. All Federal & Provincial Taxes will be applied as per prevailing laws. x. Copy of General Sales Tax/Excise Duty Invoice. xi. The manufacturer/supplier in its invoices shall also give an undertaking, in case of omission of any deductible amount; HESCO's claim at any later stage (through pre-audit / post audit) shall be acceptable to
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		<p>them.</p> <p>xii. As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, the payment to the registered persons may be linked with the active taxpayer status of the suppliers as per FBR database.</p> <p>xiii. Integrity pact (if applicable) on prescribed Performa duly signed and stamp.</p> <p>xiv. Visual inspection certificate issued by inspector at the time of delivery in store.</p> <p>xv. Visual inspection certificate confirming the quantity, accessories (if any), packaging etc are consistent with relevant contract Clauses issued by Deputy Manager Regional Store at the time of delivery in store.</p> <p><i>PARTIAL DELIVERIES AND PARTIAL PAYMENTS ARE ALLOWED.</i></p> <p>The amount of 18% sales tax will be reimbursed as under:</p> <p>i. Sales Tax return cum payment Challan for the month of delivery of material.</p> <p>ii. Copy of GRN duly stamped and signed by the respective consignees.</p> <p>iii. Sales Tax Invoice as per GRN above.</p> <p>iv. Any increase/decrease in the existing tariff of custom duty/Sales tax or any other tax is imposed or charged by the Government of Pakistan/Provincial Government, the same will be adjusted by the Manager Project Financing PMU on production of documentary evidence.</p> <p>In case the manufactures who pay lump-sum Sales Tax, they shall also submit an affidavit on non-judicial paper separately that “Challan includes the amount of Rs. _____ of Sales Tax for supply of material to HESCO against P.O. No. _____ dated. _____”</p>
18.	19.5	All payments shall be made in PKR

Prices (GCC 20)

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

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

21.	32.1	As per the Laws of Government of Pakistan.
22.	32.3	<ol style="list-style-type: none"> 1. If any dispute of any kind whatsoever shall arise between HESCO and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation. 3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The Arbitration shall take place in Hyderabad and proceedings will be conducted in English language. 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. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that HESCO shall pay the Supplier any monies due to the Supplier.</p> <p>Furthermore, the bidder agrees that the territorial jurisdiction of the litigation shall be Hyderabad District.</p>

		No court other than Hyderabad District will entertain any judicial matter in respect thereto.
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Notices (GCC 35)

23.	35.1	<p>Procuring Agency's address for notice purposes: Director General (Procurement), PMU, HESCO Address: Bungalow #A-1, HESCO Colony Hussainabad Hyderabad. Phone No : 0092-9260070 Fax No : 0092-9260525</p>
24.	36.4	<p>Add the following sub clause after GCC 36.3; The taxes as per Sindh Stamp duty act would be applicable. The applicable rates (updated) shall be borne by the supplier.</p>

CO2 Trolley Mounted Twin Cylinder of 20Kg Capacity Each (40Kg)

Capacity	20x20 (40kg)
Construction	<ol style="list-style-type: none">i. Cylinder contains carbon dioxide mounted on trolley. The cylinder safety valve and rest of fittings including flexible hose and horn China origin.ii. M.S pipe trolley of 14 SWG with two suitable wheels of 16” dia rubber mounted of high quality.
Color	Red
Operation	The cylinder contains Carbon Dioxide which is released by opening th control wheel and controllable discharge to the scene of fire through flexible hose & horn.
Operating Instruction	The Container of fire extinguisher shall contain Operating instruction in Urdu.

CO2 Trolley Mounted Single Cylinder of 40Kg Capacity

Capacity	40kg
Construction	<ol style="list-style-type: none">i. Cylinder contains carbon Dioxide mounted on trolley. The cylinder safety valve and rest of fittings including flexible hose and horn China origin.ii. M.S pipe trolley of 14 SWG with two suitable wheels of 16” dia rubber mounted of high quality.
Color	Red
Operation	The cylinder contains Carbon Dioxide which is released by opening the control wheel and controllable discharge to the scene of fire through flexible hose & horn.
Operating Instruction	The Container of fire extinguisher shall contain Operating instruction in Urdu.

CO2 Fire Extinguisher (5Kg)

Technical Details	
Model	MT-5
Capacity (KG)	5KG
Out-diameter	152mm
Cylinder height	560mm
Working pressure	150Bar
Test pressure	225 Bar
Range	$\geq 2.5M$
Discharge Time	$\geq 15\sim 20s$
Temperature Range	-10c~ +55c

Dry Chemical Powder (50KG)

Technical Details	
Model	DC-SP 50
Contents	50KG (110 Ibs) Dry Chemical Powder
Pressurizing Gas	Nitrogen Stored Pressure
Max Range	5-6 Meters
Discharge	60-120 Seconds
Attachment	<ul style="list-style-type: none">• 15ft x ¾ high pressure hose• Open shut control check• Discharge nozzle
Trolley	2 wheels with rubber tyres 9"
Paint	Red

Chemical Foam Type-10 Gallon (45 Liters) Fire Extinguisher

Specification	
Capacity	45 Liters (10 Gallon)
Construction	Main Body of 10 SWG MS Sheet tested to 25kg/sq,cm (350PSI) Anti-corrosive coating within the container, cap and other parts of Gun Metal
Attachments	i. 15Ft x 3/4 dia high pressure hose pipe ii. Open/shut control iii. Discharge nozzle
Trolley	Steel tabular frame with 2 rubber tyres of 9 dia
Throw/Jet Range	9-10 Meters
Duration of Discharge	2-3 Minutes
Color	Pale cream (as per international standard)
Operation & Operating Instruction	By tilting extinguisher towards grounds allowing mixing of both solutions main shell of extinguisher must contain operating instruction in Urdu.

Chemical Foam Type-02 Gallon (10 Liters) Fire Extinguisher

Specification	
Capacity	Pak China
Construction	10 Liters
Attachments	By Turning
Trolley	Upside Down
Throw/Jet Range	6-7 Meters
Duration of Discharge	40-60 Seconds
Color	18 SWG MS sheet Rust proof coating inside the container tested to 25 kg/cm ² (350 lbs/sq inch)
Operation & Operating Instruction	The container of the extinguisher instruction for the use in Uurd.

<p>FIRE BUCKETS Fire bucket galvanized iron sheet 26 SWG having suitable MS handle and bottom ring painted white within and red outside having 3 gallons capacity with fire written in white block letters</p>	
<p>BUCKET STAND FOR 6 BUCKETS Bucket stand for 6 buckets standard size, made of Angle 1 ¼ x 3/16” width 4ft height 4ft, weight 11 1kg painted Red)without buckets)</p>	
<p>SAND CONTAINER Sand container with handle standard size duly painted white in the inner side, red on outer side with “Fire” written in white block letters. Empty oil drum 45 gallons capacity cut out into equal parts would act as sand container</p>	
<p>SHOVAL: Large Size</p>	