

NATIONAL COMPETITIVE BIDDING TNCB-11/CCTV/CFPP/JPCL/2024

Procurement of IP based CCTV Systems (Supply, Installation, Commissioning and Testing)

(Single Stage Two Envelope Procedure)

(National Competitive Bidding)



Jamshoro Power Company Limited Sindh Pakistan

November, 2024

Standard Bidding Documents for Procurement of CCTV Systems

PART-A - BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is provided for the submission, opening, and evaluation of Bids and for the award of Contract. *This Section contains provisions those are to be used without modification(s).*

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

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

Section VI - Standard Forms

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

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

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

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Specific general and special conditions.

Section IX - Contract Forms

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

PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BID

Jamshoro Power Company limited



Bid No. TNCB-11/CCTV/CFPP/JPCL/2024

For

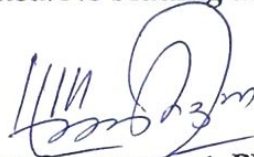
*Supply, Installation, Commissioning, Testing & Training of IP Based CCTV Systems
at 660 MW Coal Fired Power Plant, Jamshoro.*

Invitation to Bidders

Date: [25-11-2024.]

1. This Invitation to Bidders follows the Procurement Advertisement **TS551704E** for the subject Procurement which appeared PPRA's websites on 22-11-2024 and circulated in National Newspapers & JPCL's website
2. JPCL has reserved the funds for the subject procurement and invites sealed bids from the prospective and eligible Contractors, Distributors Dealers or Firms which are Active Tax Payers, having vast experience and specializing in "Supply, installation, commissioning, testing and training of Closed-Circuit Television (CCTV) Systems with detail given in "Bill of Quantity" in "Schedule of Requirement" Section-V of this Tender Document on Turnkey basis.
3. The bidders have to mention the exact brand, model No., Country of origin, Country of manufacture/assemble of quoted item & supporting accessories in the bid.
4. The bidding shall be conducted in line with the "single stage-two envelope" procedure under Rule 36 (b) of the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Public Procurement Regulatory Authority ("PPRA") from time to time, and is open to all eligible bidders having vast experience in similar works in the field.
5. Tender document can be obtained from PD PIU office on payment of Rs. 5000/- or can be downloaded from JPCL Website www.jpcl.com.pk. In case these tender documents downloaded from JPCL websites, the payment of amounting to Rs.5000 must be made by Pay Order/ D.D in favour of "CEO Jamshoro Power Company Limited" and the receipt must be attached with the Bid, at the time of its submission, without which the Bid will not be accepted. **Any Addendum/Corrigendum will be uploaded on JPCL website only.**
6. **Pre -bid meeting** will take place at 1200 Hrs on 02-12-2024 at JPCL Conference Room, 1st Floor, Main Admin Building, Mohra Jabal, Sehwan-Dadu Road, Indus Highway, TPS Jamshoro. All intended Bidders are invited to participate in pre-bid meeting.

7. All bids must be accompanied by a Bid Security in an acceptable form in the amount of PKR 500,000/- (in words: Pak Rupees Five Hundred Thousand only).
8. The original bid along with two (02) certified true copies, properly filled in, signed and stamped, and enclosed in sealed envelope(s) must be delivered to the address; office of Project Director, Jamshoro Coal Fired Power Project Mohra Jabal, Dadu Road, Jamshoro at or before 1230 hrs. (PST) on 12-12-2024. The bids (the Technical Proposal only) will be opened promptly thereafter at 1300 hrs. in the presence of bidders' representatives who choose to attend in the opening at JPCL Conference Room, 1st Floor, Main Admin Building, Mohra Jabal, Dadu Road, Jamshoro Sindh.
9. The Bids which are received late from the stipulated date and time, will not be considered and returned unopened. **No bidding documents will be issued on the due date of opening of the bid.**


Director Procurement, PIU 25/11/2024
Coal Fired Power Project,
Mohra Jabal, Dadu Road, Jamshoro



Phone: 022 9213744, 022 9213742 email: pdpiu@jpcl.com.pk

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CHECK LIST

Required Documentation (To Be Filled by the Procuring Agency)	Checklist (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid (To be filled by the Bidder)	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
1	2	3	4
NTN Certificate / GST Certificate			
On Active Tax Payers List of FBR			
Registration/Incorporation/Business Certificate.			
Complete Company profile			
Operational/services Office in Jamshoro/Hyderabad/Karachi with team and its details.			
Firm's past performance i.e. Minimum three years' experience in supplying and installation of Security Camera System (CCTV) equipment (attached Purchase orders/Completion Certificates).			
Affidavit to the effect that the respective bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public sector Organization.			
Letter of Original Manufacturer's authorization			
Bid Validity period of 90 days			
Submission of required amount of bid security with Technical Bid			
Compliance with Technical Specifications & scope of work			
Manufacturer's warranty: Minimum (1) One year and onsite support.			
Technical brochures/data sheets			
Original Bidding Documents duly signed/stamped			

Minimum Average Annual Turnover of Rs.10 M during last three (3) years (audited reports/Bank statement)			
Additional One (01) Year warranty with parts and services Free of cost. (If any)			

SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

<p>1. Scope of Bid</p>	<p>1.1</p>	<p>The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the <i>“Supply, Installation, Commissioning, Testing & Training of IP based CCTV Systems at 660 MW Coal Fired Power Plant Jamshoro on Turnkey Basis”</i> as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements. The successful Bidders will be expected to supply and install the CCTV systems within the specified period and timeline(s) as stated in the BDS.</p>
	<p>1.2</p>	<p>Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC).</p>
<p>2. Source of Funds</p>	<p>2.1</p>	<p>Source of funds PSDP</p>
<p>3. Eligible Bidders</p>	<p>3.1</p>	<p>A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, liable for the execution of the Contract in accordance with the terms and conditions of the Contract.</p>
	<p>3.2</p>	<p>Deleted</p>
	<p>3.3</p>	<p>Deleted</p>
	<p>3.4</p>	<p>Deleted</p>
	<p>3.5</p>	<p>The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.</p>
	<p>3.6 .</p>	<p>Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.</p>
	<p>3.7</p>	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p>

	<ul style="list-style-type: none"> 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 information systems to be procured under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; 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 company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization,

		or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	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 the more than ten (10) percent of the Bid price is envisaged.
4. Eligible Supply of CCTV Systems	4.1	<p>For the purposes of these Bidding Documents, the CCTV System means all:</p> <ul style="list-style-type: none"> a) the CCTV systems, including all installation equipment/accessories required for the reliable surveillance-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called “the CCTV systems”; and b) the related back up development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the CCTV System to be provided by the selected Bidder and as specified in the Contract.
	4.2	All CCTV System and associated materials 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 the supply and installation of CCTV systems. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
	4.3	For purposes of this Clause, “origin” means the place where the goods and services making CCTV System are produced in or supplied from. The CCTV System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial or major assembly or integration of components, a commercially recognized product result that is substantially

		different in basic characteristic or in purpose or utility from its component.
	4.4	The nationality of the supplier that supplies and install the CCTV System shall not determine the origin of the CCTV equipment and accessories.
	4.5	To establish the eligibility of the Goods and Services making CCTV System, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
	4.6	If so required in the BDS , the Bidder shall demonstrate that it has been duly authorized for the supply and installation of CCTV System in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the CCTV System 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 member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	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 Contents of the Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p>Section I -Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements “Technical Specifications & Schedule of Requirements”. Section VI Forms - Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms</p>
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	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.4	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.5	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, Pre-Bid Meeting and Site Visit	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS .
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1 . However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.

	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under 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 pursuant to ITB 9 . Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
	8.7	The Bidder may wish to visit and examine the site or sites of the CCTV System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
	8.8	The Procuring Agency will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Agency adequate notice of a proposed visit of at least seven (07) days. Alternatively, the Procuring Agency may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.5. Failure of a Bidder to make a site visit will not be a cause for its disqualification

	8.9	No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of Bid	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 otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another
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		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 Constituting the Bid	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods and services making CCTV System into Pakistan, where required and where the supplier is not the manufacturer of those goods and service making CCTV System; e) Documentary evidence established in accordance with ITB 12 that the goods and services making CCTV System to be supplied by the Bidder are eligible, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) Any other document required in the BDS.
12. Documents Establishing Eligibility of the CCTV System and Conformity to Bidding Documents	12.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and services making CCTV system which the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the CCTV System shall consist of a statement in the Price Schedule of the country of origin of the goods and services making CCTV System offered which shall be confirmed by a certificate of origin issued at the time of shipment/supply.

	12.3	<p>The documentary evidence of conformity of the goods and services making CCTV Systems to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <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	<p>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.</p>
	12.6	<p>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.</p>
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	<p>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.</p>
	13.2	<p>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 as “Eligible Countries”.</p>
	13.3	<p>The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:</p>

		<ul style="list-style-type: none"> a) in the case of a Bidder offering to supply and install CCTV System under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to supply and install the CCTV system in Pakistan; b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
	13.4	<p>The documentary evidence of conformity of the CCTV System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:</p> <ul style="list-style-type: none"> a) the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed CCTV System; b) An item-by-item commentary on the Procuring Agency's Technical Requirements, demonstrating the substantial responsiveness of the CCTV System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail; c) Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form,

		<p>showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Procuring Agency and any other party involved in the implementation of the CCTV System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;</p> <p>d) a written confirmation that the Bidder accepts responsibility for the successful integration and interoperability of all components of the CCTV System as required by the Bidding Documents.</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 in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Schedule of requirement 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> <ul style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, <p>the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as 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 total Bid price of the goods it proposes to deliver under the contract.
	15.6	Deleted
	15.7	Deleted
	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 29 .
	15.9	Deleted
16. Bid Currencies	16.1	Prices shall be quoted in the following currencies: a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS . 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.
	16.2	Deleted
	16.3	The Currency of the Contract shall be Pakistani Rupee unless otherwise stated in the BDS.
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e., the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be

		executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
18. 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 fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms) .
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9 .
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: <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 payable 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 as non-responsive, pursuant to ITB 29 .
	18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul 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 a performance security (or guarantee), for the performance of the contract if such a 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 42 , or furnishing the performance guarantee, pursuant to ITB 43 .
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> a) if a Bidder: <ul 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 31.2; or b) in the case of a successful Bidder, if the Bidder fails:

		<p>i) to sign the contract in accordance with ITB 42; or</p> <p>ii) to furnish performance security (or guarantee) in accordance with ITB 43.</p>
19. Alternative Bids by Bidders	19.1	Deleted
	19.2	Deleted
	19.3	Deleted
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
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 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	Deleted
	22.2	Deleted
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both

		<p>envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:</p> <ol 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	<p>The inner and outer envelopes shall:</p> <ol 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 IB.24
		<p>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 of Bid.</p>
23. Deadline for Submission of Bids	23.1	<p>Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS.</p>
	23.2	<p>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.</p>
24. Late Bids	24.1	<p>The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23.</p>

	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, Substitution, and Modification of Bids	25.1	A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Procuring Agency prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
	25.2	The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 21 and 22 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL" as appropriate. The notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
	25.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.
	25.4	Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this clause or included in the original bid submission.
	25.5	No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration.
	25.6	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 25.

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.
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	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 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	Deleted
	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.

	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out 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	Deleted
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 record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <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 record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul 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.

		The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	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.
	29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><i>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to -</i></p> <ul style="list-style-type: none"> (a) <i>Submit the number of copies of signed bids required by the invitation;</i>

		<p>(b) <i>Furnish required information concerning the number of its employees;</i></p> <p>(c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i></p>
	29.5	<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 Bid.</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 discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	<p>31.2</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>Deleted</p>
	<p>32.2</p>	<p>Deleted</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 Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.</p>
	<p>33.2</p>	<p>The Procuring Agency's evaluation of a Bid will take into account:</p>

		<p>a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p> <p>b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and</p>
	33.3	<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> <p>a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination.</p> <p>b) delivery schedule offered in the Bid;</p> <p>c) deviations in payment schedule from that specified in the Special Conditions of Contract;</p> <p>d) the cost of components, mandatory spare parts, and service;</p> <p>e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid;</p> <p>f) the projected operating and maintenance costs during the life of the equipment;</p> <p>g) the performance and productivity of the equipment offered; and/or</p> <p>h) other specific criteria indicated in the TBS and/or in the Technical Specifications.</p>

	33.5	<p>i) <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>(a) <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 specified in the BDS or in the Technical Specifications.</p> <p>(b) <i>Performance and productivity of the equipment.</i></p> <p>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.</p> <p>(c) <i>Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
	33.6	Deleted
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 case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	35.2	Deleted
36. Abnormally Low Financial Proposal	36.1	Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:

(a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;

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

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

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

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

Guidance for Procuring Agency:

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

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

	36.2	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.
	36.3	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.
	36.4	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	36.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

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

	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance 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 guarantee pursuant to ITB 43 , 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, 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, 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 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 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: (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

		<p>foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;</p> <p>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</p> <p>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</p> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	<p>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.</p>
44. Advance Payment	44.1	<p>The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2.</p>
	44.2	<p>The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC.</p>
45. Arbitrator	45.1	<p>The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.</p>
46. Corrupt & Fraudulent Practices	46.1	<p>Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.</p>

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons 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 envelope 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 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 BLACKLISTING

49. Mechanism of Blacklisting	49.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: <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: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	49.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified

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

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

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

1.	1.1	<p>Name of Procuring Agency: <i>Jamshoro Power Company Limited (JPCL), a company incorporated and existing under the laws of the Islamic Republic of Pakistan, having its principal place of business at Mohra Jabal, Dadu Road, Jamshoro, Pakistan</i></p> <p>The Description (as specified in IFB) of the System is: <i>Supply, Installation, Commissioning, Testing & Training of CCTV Systems on turnkey basis at 660 MW Coal Fired Power Plant, Jamshoro as given in "Schedule of Requirement" of Tender Document.</i></p> <p>Period for delivery: <i>60 days from date of commencement which will be reckoned from the date of issuance of "Notice to proceed"</i></p> <p>Commencement date for delivery: <i>The date the "Notice to proceed" is issued.</i></p>
2.	2.1 & 2.2	<p>Financial year for the operations of the Procuring Agency: <i>FY 2024-25</i></p> <p>Name of Project: <i>Supply, Installation, Commissioning, Testing & Training of IP based CCTV Systems for Security Surveillance of 660MW CFPP Jamshoro.</i></p> <p>Name of financing institution: <i>PSDP</i></p> <p>Name and identification number of the Contract: <i>TNCB-11/CCTV/CFPP/JPCL/2024</i></p>

3.	3.1	Joint Venture is not applicable
4.	4.6	Demonstration of authorization by manufacturer: Manufacturer's Authorization Form is required (optional)/preferable

B. Bidding Documents

5.	7.2	The number of documents to be completed and returned is one original and two <i>number of certified copies of original</i>
6.	8.1	The address for clarification of Bidding Documents is <i>Project Director PIU</i> <i>660MW, Coal Fired Power Project Jamshoro,</i> <i>Jamshoro Power Company Limited (JPCL) Mohra Jabal, Sehwan Dadu</i> <i>Road Jamshoro</i> <i>Email: pdpiu@jpcl.com.pk</i> <i>Telephone: +92 (22) 9213744</i>
	8.5	Pre-bid meeting will beheld <i>Pre -bid meeting will take place at 1200 Hrs on 02-12-2024 at JPCL</i> <i>Conference Room, 1st Floor, Main Admin Building, Mohra Jabal,</i> <i>Sehwan-Dadu Road, Indus Highway, TPS Jamshoro</i>

C. Preparation of Bids

7.	10.1	The Language of all correspondences and documents related to the Bid is: <i>English language</i>
8.	11.1 (h)	In addition to the documents stated in ITB 11 , the following documents must be included with the Bid: <i>Profile of the firm/ company, technical brochures/ Data Sheets for the hardware and Licensed software to be provided,</i>
9.	12.3 (c)	Other procurement specific documentation requirements are Not Required.
10.	12.4	Spare parts required for one <i>year</i> of operation during Warranty / Defects Liability Period and cost covered in Bid Price.

11.	13.3 (b)	<p>The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows:</p> <p>a. Bidder must be Original Equipment Manufacturer (OEM) or OEM's Authorized Agent of the core items (Cameras) offered in Pakistan;</p> <p>b. <i>The Bidder is required to include with its Bid, documentation from the Procuring Agencies for CCTV System, at least three (3) verifiable organizations during last five (5) years; that it has been duly delivered, installed and commissioned successfully, and the training of the IP based CCTV System Equipments has been imparted as per requirement of Bid</i></p> <p>The Bidder is required to include with its Bid, documentation from the manufacturer of the goods that it has been duly authorized to deliver, in Pakistan, the goods as indicated in its Bid.</p>
12.	15.6 (a) (iii), (iv) (optional)	<p>For goods making CCTV Systems manufactured from within Pakistan the price quoted shall be CPT Jamshoro on a Delivered Duty Paid (DDP) basis inclusive of all taxes, stamps, duties, levies, fees, transportation, insurance, incidental services imposed till the delivery location specified in the Schedule of Requirements.</p> <p>No separate payment shall be made for the incidental services to delivery of the goods to their final destination i.e. Procuring Agency's Site.</p>
13.	15.8	<p>The price for items shall be fixed and will be paid as per actual measurement of supplies and services provided.</p>
14.	16.1 (a)	<p>a) For CCTV System originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i>;</p> <p>b) For CCTV System originating outside Pakistan, the Bidder shall express its Bid in any convertible currency; Not Applicable</p>
15.	16.2	<p><i>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 i.e., Pakistani Rupees (PKR). The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.</i></p>
16.	17.1	<p>The Bid Validity period shall be 90 days from the date of opening of bids.</p>

17.	18.1	The amount of Bid Security shall be: <i>Rs. 500,000/- (Rupees: Five Hundred Thousand only) in favor of Chief Executive Officer, Jamshoro Power Company Limited and attached with Technical Proposal. Bid Security shall be sealed in technical proposal</i> The currency of the Bid Security shall be: <i>Pakistani currency</i>
18.	18.3	The Bid Security shall be in the form of: <i>CDR (Call Deposit Receipt), Pay Order, or Bank Guarantee enforceable in Pakistan.</i>
19.	18.3 (c)	Other forms of security are: <i>Not required/Not acceptable</i>
20.	19.1	Alternative Bids to the requirements of the Bidding Documents: <i>Will not be permitted</i>
21.	21.1	The number of copies of the Bid to be completed and returned shall be Three (03); One (01) Original, two (02) certified true copies.
22.	21.2	Written confirmation of authorization is: Duly notarized Power of Attorney authorizing the signatory of the Bidder to submit the Bid with <i>CNIC No., Cell. No. Address and the identification deemed necessary by the Procuring Agency.</i>

D. Submission of Bids

23.	22.2 (a)	Bid shall be submitted to: <i>Office of Project Director PIU,</i> <i>660MW, Jamshoro Coal Fired Power Project,</i> <i>Mohra Jabal, Dadu Road, Indus Highway,</i> <i>Jamshoro, Sindh-Pakistan</i>
24.	22.2 (b)	Title of the subject Procurement or Project name: <i>Supply, Installation, Commissioning, Testing & Training of IP based CCTV Systems at 660 MW Coal Fired Power Plant Jamshoro as given in "Schedule of Requirement" of Tender Document.</i> ITB title and No: TNCB-11/CCTV/CFPP/JPCL/2024 Date and Time for Tender Document purchase/ downloading from JPCL website: <i>Wednesday, 11-12-2024 up to 16:30 Hrs.</i>

25.	23.1	<p>The deadline for Bid submission is</p> <p>a) <i>Day: Thursday</i></p> <p>b) <i>Date: 12-12-2024</i></p> <p>c) <i>Time: 12:30 AM</i></p>
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E. Opening and Evaluation of Bids

26.	26.1	<p>The Bid opening shall take place at:</p> <p><i>JPCL Conference Room, 1st Floor, Main Admin Building, Mohra Jabal, Dadu Road, Indus Highway TPS Jamshoro.</i></p> <p><i>Day: Thursday</i></p> <p><i>Date: 12-12-2024</i></p> <p><i>Time: 1300Hrs</i></p> <p>In case of any unforeseen reasons, unrest or force majeure, which may cause delay on the bid opening date, the bids shall be opened on the next working day at the same place and time.</p> <p>The opening date of Financial Proposal will be communicated to the eligible bidders by the Procuring Agency.</p>
27.	27	<p>Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Procuring Agency's prior written consent.</p> <p>In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Procuring Agency may reject its bid and/or terminate the contract.</p>
28.	32.2	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is:</p> <p><i>Pakistani Rupees</i></p> <p>The source of exchange rate shall be:</p> <p><i>NBP/SBP</i></p> <p>The date of exchange rate shall be:</p> <p><i>The date of Financial Bid Opening</i></p>

29.	33.4 (h)	Other specific criteria are Lumpsum bid price on Least Cost Method
30.	33.5 (b)	<p>Delivery schedule.</p> <p>The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement.</p> <p>No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.</p> <p>In case deviation in delivery schedule, the LDs shall be imposed @0.2% per day of undelivered goods/equipment. The LDs shall not be greater than the amount of Performance Security.</p>
31.	33.5 (c) (ii)	<p>Deviation in payment schedule</p> <p>Payment will be made within 30 days on submission of Invoice with supporting documents. In case of any delay, the PA will pay one-month KIBOR plus negotiated spread</p>
32.	33.5 (d)	<p>Cost of spare parts.</p> <p>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. 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.</p>
33.	33.5(e)	<p>Spare parts and after sales service facilities in Pakistan.</p> <p>The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, if quoted separately, shall be added to the Bid price.</p>
34.	33.5 (g)	<p>Performance and productivity of CCTV System.</p> <p><i>The bidder will ensure the guaranteed performance parameters as mentioned in Schedule of Requirement and in case of any nonconformance, the same will be replaced/repared with same or higher quality without incurring an additional cost to Procuring Agency to comply with the guaranteed parameters during warranty period.</i></p>

35.	33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications is. Not Applicable.
36.	33.6	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is: - Bidder(s) shall submit bid for Complete Requirement , evaluation of bids and award of contract(s) will be made for the Complete Requirement
37.	34.1	Domestic preference to apply: Domestic preference not applicable
38.	35	Evaluation Techniques Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid (Most Advantageous Bid).

F. Award of Contract

39.	40.1	Percentage for quantity increase or decrease is <i>Fifteen (15) percentage at the time of award of contract</i>
40.	43.1	The Performance Guarantee shall be: <i>An amount up to 10 percent of the Contract Price is required for the entire contract period up to warranty/defects liability period</i>
41.	43.2	The Performance Guarantee shall be in the form of: <i>CDR/Bank Guarantee enforceable in Pakistan for entire contract period</i>
42.	44.1	The Advance Payment if essential shall be limited to: <i>Advance Payment will not be allowed/permitted/Admissible</i>
43.	44.2	Maximum amount of Advance payment shall be <i>Not applicable/Not allowed</i>
44.	45.1	Arbitrator shall be appointed by mutual consent of the both parties as per the Arbitration Act, 1940.

G. Review of Procurement Decisions

45.	48.1	The address of the Procuring Agency <i>Office of the Chief Executive Officer, JPCL (GENCO-I), Main Admin Building, Mohra Jabal, Dadu Road, Indus Highway, Jamshoro. Tel: 0229213706.</i>
46.	48.6	The Address of PPRA to submit a copy of grievance: <i>Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254</i>

SECTION IV. ELIGIBLE COUNTRIES

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

SECTION V: SCHEDULE OF REQUIREMENTS

1. TECHNICAL SPECIFICATION
2. ELIGIBILITY
3. QUALIFICATION
4. EVALUATION CRITERIA

SCHEDULE OF REQUIREMENTS

1. TECHNICAL REQUIREMENT:

A. Background:

The Procuring Agency:

Jamshoro Power Generation Company Limited (JPCL), was incorporated in August 1998, and operates as Public Corporate Entity and subsidiary of Ministry of Energy (Power Division), Government of Pakistan with a mandate to improve and maintain efficiency in generating electric power through economical and efficient use of resource in transparent manner. Previously, the power complex with installed capacity of 880 MW, was operating Japanese 1x250 MW (Unit # 1) on Furnace Oil and Chinese 3x210 MW (Unit# 2~4) on dual fuel (Furnace Oil/ N. Gas).

JPCL with Asian Development Bank (“ADB”) loan, is constructing a green field 660 MW (Gross) supercritical coal-fired power plant at Jamshoro, Sindh, Pakistan to meet energy requirements of Pakistan in a cost-effective manner to help address the country’s power shortage and improve reliability and enhance energy security by diversifying the fuel mix.

Objectives of the Procuring Agency

Safe and secure environment for Chinese and staff at JPCL plant area is of utmost priority. Therefore, JPCL has placed special emphasis on the security and surveillance of the PROJECT area so as to make it safe and secure for the whole community. JPCL is seeking to acquire a turnkey solution for the procurement and installation of dedicated surveillance CCTV cameras and associated equipment/material and command & control system are one of the primary secure-plant strategies which prevents from both internal and external threats and provide strict security protocols within the plant as well as living camp area. The surveillance cameras need to be installed across the project, inside and around the plant buildings, administration block, living camps, and along the boundary walls, along with a central command and control system. Project area security addresses all kinds of challenges including prevention of violence, managing staffs’ diversity, maintaining access control check points and 24/7 surveillance.

B. Scope of Project and Performance Requirement

Technical Specifications

1. Scope of Work:

JPCL is seeking to acquire a turnkey solution for the procurement and installation of CCTV cameras and associated equipment at preferred locations covering the whole project area for surveillance and security. All cameras should be IP based. The IP Based Video Surveillance system shall be a Hybrid System with distributed architecture having control station at the Server Room/Control Office & Viewing facility at the Manager Security office. The proposed Solution should allow JPCL officials to locally and centrally monitor its facilities from a remote location on a Portable/Fixed personal computer monitor. The Solution should capture, store, and analyze digital video images to enable central monitoring, increase operational efficiency, reduce liability, minimize risk and secure people & property. After commissioning the Video surveillance system, the same shall be demonstrated for all its capabilities to the relevant user department to make them familiar with the system. Once the Order is placed, it will be the vendors' responsibility to make the project functional. Any additional cost incurred for completing the project and for which the vendor has not expressly mentioned in the bid, at the time of submission of the final offer, will be borne by the vendor. The CCTVs Surveillance System need to be functional on 24/7 and need to have at least 30 days data storage capacity for all cameras. All mandatory requirements must be accompanied by verifiable documentary evidence in the Technical Proposal, with no documents accepted after the opening. Additionally, the bidder is expected to provide one (1) year of on-site service and technical support.

i. Delivery:

Delivery will be considered accomplished when offered equipment's will be delivered at purchaser's site as per schedule of requirement.

ii. Installation:

Installation will be considered accomplished when offered equipment's will be installed at purchaser's site as per schedule of requirement.

iii. Integration:

Integration means that all the necessary configuration of the offered equipment's is according to the purchaser's requirement and ready for the use.

iv. Training & Documentation:

The supplier will provide formal hands-on training and documentation to all the relevant personnel at no additional cost to the purchaser.

C. Specifications of Security Camera System (CCTV) Equipment

S. No.	Item Description	Qty.
1.	Supply of Items:	
1.1	PTZ IR CCTV Camera 8MP (Or Higher)	12
1.2	Fixed IR CCTV Camera 5MP (Or Higher)	21
1.3	NVR 64 Channel with 8TB recording storage media.	01
1.4	NVR 8 Channel with 8TB recording storage media.	01
1.5	LED Screen 55 inches, highest resolution	01
1.6	LED Screen 24 inches, highest resolution	01
1.7	Fiber 6 core roll (1000m)	20
1.8	Conduit pipe with accessories for laying down Fiber optic cable (m)	20,000
1.9	Personal Computer Core i5 with complete accessories	01 Set
1.10	Ethernet Cable Cat-6 roll (300m)	02
1.11	RJ45 Connector Packets (100 piece)	05
1.12	Giga Media Converter (Pair)	33
1.13	Network Switch 8 / 16 ports POE	33
1.14	Internet Modems and Routers	02
1.15	Power Supply Adaptors for CCTV Cameras along with female sockets for AC inputs (sets)	33
1.16	PVC Insulated 2 Core Flexible Copper Electric Wire for 220VAC input to Camera Power Supply adaptors (roll)	10
1.17	Mounting Structures, brackets and fitting accessories for CCTV Cameras as per site requirements (Set)	33
2.	Services / Work:	
2.1	Cost of Splicing for CCTV Cameras (No.)	33
2.2	Cost of excavation, cable laying, installation, testing & commissioning.	01 Job

** JPCL may reserve the right to vary the quantity and specification of any item after pre-bid meeting with contractors.*

The supplier will provide quick response as per below mentioned terms of reference.

- a. Any component identified non-genuine, copy or refurbished during entire warranty will be rejected instantly and it will be supplier's responsibility to replace that whole or component on supplier cost.
- b. The supplier is required to submit/include original equipment manufacturer (OEM) warranty certificate
- c. The Warranty Maintenance and Support of the supplies should be equipped with

the Original Equipment Manufacturer (OEM) support to meet the following requirements, except any damage caused by the fire or disaster event or mishandling of the equipment against the specified and communicated standards operating and handling procedures to the purchaser by the OEM/Authorized Agent.

- d. It is the supplier's responsibility to provide a backup network switch within one day to prevent downtime during a warranty claim.
- e. The Support services will remain available to the Purchaser on call 24 x 7 basis.
- f. Technical support (preferably On-Site) or otherwise over e-mail/phone/web whenever required by the purchaser.
- g. The warranty of the supplies will start from the Date of Operational Acceptance Certificate of the complete assignments/works/system.
- h. The warranty, maintenance and support should be supported and registered by the OEM on the name of purchaser.

D. Operational Acceptance:

Operational Acceptance means that the supplies and services in the contract have been installed and run in operations after testing in accordance with the products' parameters mentioned in the technical specifications and features meeting the technical requirements of the project.

At least One (01) month of successful operations of the installed equipment, in accordance with the purchaser required configuration, will confirm the Operational Acceptance of all the supplies under this contract. In addition, the supplier will ensure dedicated on-site support until operational acceptance.

Any component identified and confirmed through OEM/Distributor or Dealer or by Physical Inspection or performance to be non-genuine, copy or refurbished will be rejected for acceptance and it will be supplier's responsibility to replace that component or Equipment or the entire lot failing which the purchaser may terminate the contract.

The supplier will provide all necessary installation, technical, troubleshooting, maintenance and preventive maintenance manuals and documentation etc. and keep on update NIBAF PAKISTAN for all related technical updates (if applicable).

Any testing related cost shall be borne by the supplier.

E. Implementation Schedule:

Delivery, Installation, Commissioning and Operation Acceptance of offered equipment's should be completed within Forty-five (45) Days from the date of Notification of Award to the successful bidder.

F. General Technical Requirements

- i. Language Support: All information, all display technologies and software must support / provide support in the English Language.
- ii. Electrical Power: All active (powered) equipment must operate on voltage range and frequency range, e.g., 220v +/- 20v, 50Hz +/- 2Hz.
All active equipment must include power plugs standard in Procuring Agency's Country, Pakistan.
- i. Environmental: Unless otherwise specified, all equipment must operate in environments of specified temperature, humidity, and dust conditions, e.g., 40-50 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust.
- ii. Safety: Unless otherwise specified, all equipment must operate at noise levels no greater than maximum number, e.g., 55 decibels.
- iii. All electronic equipment that emits electromagnetic energy must be certified as meeting emission standard, e.g., US FCC class B or EN 55022 and EN 50082-1 or equivalent, emission standards.

G. Service Specifications

i. Training and Training Materials:

Minimum curricula, modes of training, modes of testing, and training materials for the introduction to computers, the operation of the relevant equipment incorporated in the System, as well as the operation of the Software applications incorporated in the System; as appropriate, reference the relevant attachment to the Technical Requirements containing any detailed information regarding the available training facilities; etc.

ii. Technical Support

- a) *Warranty Service: during coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse; etc.*
- b) *Post-warranty maintenance services: coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse; etc. The supplier will provide quick response as per below mentioned terms of reference.*

H. Testing and Quality Assurance Requirements

Inspections:

Inspections following delivery: Inspection for brand, newness and free from visual defects, will be carried out *by the Procuring Agency, or its agent, upon delivery and unpacking of the CCTV Equipment and other Goods to the Site*

Operational Acceptance Tests:

- i. Pursuant to GCC Clause 27 and related SCC clauses, the Procuring Agency (with the assistance of the Supplier) will perform the under mentioned tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.
- ii. The Entire System Tests:
Pre commissioning and commissioning tests for CCTV systems are crucial steps in ensuring the system functions as intended and meets project requirements. It is breakdown of the two phases:

Pre commissioning Tests:

Pre commissioning involves preparing and verifying the individual components of the CCTV system before full operation. It ensures that all components are installed correctly and are ready for final testing.

1. Visual Inspection

- Verify correct installation of cameras, cabling, and mounting brackets.
- Check for any physical damage or obstructions.
- Confirm proper labeling of cables and equipment.

2. Power Supply Checks

- Ensure the correct power supply is provided to cameras, network switches, and recording devices.
- Verify the presence of backup power systems (e.g., UPS).

3. Cabling and Connectivity

- Test all cables for continuity, signal integrity, and proper terminations.
- Confirm proper connection to the network (if applicable).

4. Camera Configuration

- Set up initial camera settings (e.g., IP address, resolution, frame rate).
- Confirm field of view alignment and focus adjustments.

5. Device Communication

- Verify communication between cameras, recording devices, and control systems.
- Test integration with network components (e.g., routers, switches).

6. Initial Software Configuration

- Load and configure basic software or firmware for recorders, cameras, and management systems.
- Set up default user access and permissions.

Commissioning Tests:

Commissioning involves full system testing to ensure proper functionality and compliance with operational requirements.

1. Functional Testing

- Verify live video feeds for all cameras.
- Test PTZ (pan-tilt-zoom) controls for applicable cameras.
- Check motion detection, alarms, and analytics features.

2. Recording and Playback

- Test recording functionality for all cameras.
- Verify the ability to retrieve and play back recorded footage.

3. Integration Testing

- Ensure proper integration with other systems (e.g., access control, intrusion detection).
- Test third-party software compatibility, if applicable.

4. Network Performance

- Measure network bandwidth usage and confirm it meets design specifications.
- Test latency and streaming quality under load conditions.

5. Environmental Testing

- Simulate lighting changes to test cameras in low light or bright conditions.
- Confirm proper operation of outdoor cameras in varying weather conditions.

6. Alarm and Notification Testing

- Test triggers for motion detection, tampering, or disconnection.
- Confirm notifications are sent to the control room or designated users.

7. Final Configuration

- Finalize user settings, permissions, and schedules.
- Optimize system settings for real-world operation (e.g., compression rates, storage management).

8. Handover and Documentation

- Provide training to end-users or operators.
- Deliver all documentation, including test results, user manuals, passwords and system diagrams.

These steps ensure that the CCTV system is fully operational, reliable, and ready for use in its intended environment. Operational Acceptance Testing may simply consist of requiring a specified period of trouble-free System or Subsystem operation under normal operating conditions.

I. Delivery and Implementation Schedule to be executed in 60 days

The bidders are required to furnish the CCTV *entire System procurement, desired installation & commissioning, acceptance and system training dates for all items in Schedule below;*

Line Item No.	Item Description	Qty	Delivery in days (Bidder to specify in the Preliminary Project Plan)	Installation (Days from Commencement Date)	Liquidated Damages Milestone
0	Project Plan		-	-	Yes/no
1	CCTV System Equipment	Total qty			
1.1	General Purpose goods	Total qty			
1.2	CCTV System Installation & Commissioning	Complete job			
1.3	System Training	Complete job			

The period/week will be counted from the date of notice to proceed "NTP"

The quoted price on a Delivered Duty Paid (DDP) basis at CPT Jamshoro, must be inclusive of all taxes, stamps, duties, levies, fees, inland transportation, insurance, incidental services, installation and integration charges (if any) imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services to delivery of the goods from the port of entry to their final destination i.e. Procuring Agency's Site(s).

Number	Milestone	Quantity	Delivery schedule in days
1	Supply, Installation and Commissioning of IP Based CCTV Cameras and system training	01	Forty-five (45) days from date of issuance of notice to proceed "NTP"

Penalties for Late deliveries of supplies:

In case of late deliveries/installation, penalties at the following rates will be applied:

Mode of Penalty	100% commissioning as per Purchase Order	Grace period with approval of competent authority	Total delivery and installation period
Without penalty	60 days	-----	60 days
With penalty @ 0.1% per day after 60 days of issuance of notice to proceed "NTP" up to maximum of 10% of the total contract value equal to Performance Security.	40 days	---	100 days

2. ELIGIBILITY CRITERIA

[Bidder must be responsive in all categories described in the eligibility criteria. Noncompliance any of the requirements mentioned in eligibility criteria will make the bid non-responsive.]

Sr. No	Parameters	Conformance Document
1.	Nationality: All the bidders, throughout the Pakistan are eligible to participate in the bidding.	Certificate of Incorporation or STRN/NTN certificates or registration Document of any relevant Forum
2.	Conflict of Interest: The Procuring Agency considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. The Procuring Agency will take appropriate actions to manage such conflicts of interest which may include rejecting a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process. At the time of bidding, a Bidder may be in a conflict of interest with one or more parties in the bidding process if a Bidder participates in more than one bid in the bidding process,. This will make the Bidder as non-responsive.	Declaration in Form-T1 (Letter of Technical Proposal)
3.	Blacklisting: A Bidder, should be under a declaration of blacklisting by the GoP including any of its Employers in accordance with Form –T4 of these Bidding Documents, at the date of submission of the Bid or thereafter.	Declaration / Undertaking as per Form-T4
4.	Eligibility throughout the Contract Period: The Bidder shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request. Also, an under taking in accordance with Form –T4 of these Bidding Documents	Declaration / Undertaking as per Form –T4
5.	Bidder be a Taxpayer: The Bidder should be on Active Taxpayer on the List of FBR, Pakistan. Copies of National Tax and Sales Tax registration certificates must be attached.	STRN/NTN certificates / FBR registration

6.	Only One Bid Submission by any Bidder: A bidder shall submit only one bid in this bidding process, A bidder who submits or participates in more than one bid will cause all the Bids in which the bidder has participated to be ineligible.	Declaration in Form-T1 (Letter of Technical Proposal)
7.	Pending Litigation: For a Bidder, all pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than fifty (50) percent of the Bidder’s net worth. Attach the filled Form T7 of these bidding documents.	Declaration in Form T7
8.	Un-conditional Bid The Successful Bidder shall comply with all the terms and conditions of the bidding documents. The Bidder who submits the Conditional Bid will be declared as non-responsive.	Declaration in Form T1 (Letter of Technical Proposal)

3. QUALIFICATION CRITERIA

Technical Scoring criteria:

#	Qualification Criteria	Means of Verifications	Marks
a.	Bidder must be the Original Equipment Manufacturer (OEM) or OEM's Authorized Agent of the core item (Camera and Switches) in Pakistan;	Attach copy of Manufacturing Certificate in case of OEM or Valid Manufacturer Authorization Certificate of OEM in case of authorized agent.	25
b.	Bidder must have experience of supplying/installing CCTV security systems and network switches in at least three (3) verifiable organizations during the last five (5) years;	Attach Copy of Purchase Orders/ Contracts/ acceptance letter/ completion certificates with contact details. Please attach a list of projects, contracts Annex-1 to Form-T3.	25
c.	Bidder must have Annual Sales Volume/Gross Turnover of at least Rs.10million in any of the business during last three (3) years;	Attach Copy(s) of Audited Financial Statements /Bank statement/ Sales Tax/ Income Tax return filed in FBR/ purchase orders or work orders.	20
d.	Principal Warranty Period one (01) year with spare parts and services (Including Labour) from the date of successful issuance of Operational Acceptance Testing Certificate. Additional/Extended One (01) Year warranty with parts and services Free of cost	Attach Extended Warranty	10
e.	Availability of office in Jamshoro/ Hyderabad/Karachi	Attach company profile	10
f.	After Sales Support & Maintenance Response time for troubleshooting and repair during warranty period	Attach Maintenance Plan	10
Total Technical Marks			100
Qualification Marks			70

Legal Requirements	
Sales Tax Registration Certificate	Mandatory
Bid security CDR to be placed in Technical Proposal.	Mandatory
NTN Registration Certificate	Mandatory
On Active Tax Payers List of FBR	Mandatory
NOTE: Any firm which is not able to furnish mandatory document will be considered disqualified	

4. EVALUATION CRITERIA:

Evaluation Techniques/criteria [Least Cost Based Selection (LCBS)]

- i) The evaluation criteria shall be based on conformity to technical specifications, eligibility criteria, qualification criteria and the lowest price bid quoted in the bidding document.
- ii) Minimum qualifying score/weightage for the “qualification criteria” is set as 70 out of 100 score in all categories. Failure to such qualification will render the bidder ineligible or disqualified.
- iii) 100% conformity to “eligibility criteria” and “technical specifications are mandatory”.

The bids of the bidders who secured the required qualified marks based on evaluation of qualification criteria and has passed the mandatory requirement of eligibility and technical specifications, and has offered the lowest price, as per scope of supply defined at “Schedule of Requirements” of this Bidding Document, will be declared as “most advantageous bid”.

Evaluation of the Proposals:

- i) The evaluation committee shall evaluate the Technical Proposals. The bidder, who qualifies the Eligibility Criteria will be considered for technical and qualification evaluation, failure to such qualification will render the bidder ineligible or disqualified.
- ii) The Technical Evaluation of eligible bidders will be based on conformity to technical specifications score secured in all categories of qualification criteria;
- iii) Each responsive technical proposal will be given a technical score. A technical proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the qualification criteria.

- iv) After the technical evaluation is completed, the procuring agency shall notify in writing Suppliers who have secured the minimum qualifying marks, the date, time, and location, allowing a reasonable time, for opening the Financial Proposals. Suppliers' attendance at the opening is not compulsory but who choose to attend, can participate.
- v) The financial proposals of the firms who secured the minimum qualifying marks 70 out of 100 score in qualification criteria and 100% compliance to technical specifications and eligibility criteria shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Procuring Agency shall inform the date, time, and address for opening of financial proposals. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- vi) The price of all items shall be quoted item-wise; however, the lowest bidder will be determined by considering the lowest aggregate rate for the entire schedule.
- vii) Financial proposals of those suppliers who fail to secure minimum qualifying marks shall be returned unopened.
- viii) The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal quoted on "**Form of the Bid Price**" shall be declared as (the "**Most Advantageous Bidder**") as defined/ described in prevailing PPRA Rules.

SECTION VI - STANDARD FORMS

(PPRA 36 (b)-Single Stage Two Envelope Procedure)

Table of Forms

From No.	Description	Proposal Part
Forms to be enclosed with Technical Proposal		
Form T1	Letter of Bid - Technical Proposal	Technical Proposal
Form T2	Bidder Information Form	Technical Proposal
Form T3	Bidder's Qualification Criteria 3-a) Form of experience of similar assignments/trained experienced resource / Form of office address 3-b) Form of Financial Situation 3-c) Form of Average Annual Turnover	Technical Proposal
Form T4	Affidavit for Bidder's Blacklisting/ Eligibility Status <i>(submitted on PKR 100/- Stamp paper)</i>	Technical Proposal
Form T5	Manufacturer's Authorization Form	Technical Proposal
Form T6	Form of Bid Security	Technical Proposal
Form-T7	Pending Litigation	Technical Proposal
Form-T8	Power of Attorney <i>(submitted on PKR 100/- Stamp paper)</i>	Technical Proposal
Forms to be enclosed with Financial Proposal		
Form F1	Letter of Bid - Financial Proposal	Financial Proposal
Form F2	Price Schedule	Financial Proposal

Note: All Form should be on Company Letter Head; signed and stamp by the Authorized Signatory having power of Attorney. Form T4 and T8 should on stamp paper of PKR 100/-

TECHNICAL PROPOSAL FORMS

Form T1 – Letter of Bid (Technical Proposal)

INSTRUCTIONS TO BIDDERS: (delete this box once you have completed the document) Place this Letter of Bid in the first envelope “TECHNICAL PROPOSAL”.

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: [xxxx]

ITB No.: TNCB-11/CCTV/CFPP/JPCL/2024

Title of Procurement: Supply, Installation, Commissioning of IP Based CCTV Cameras and System training on turnkey basis at project area Jamshoro

To: Jamshoro Power Company Limited (JPCL) Jamshoro

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- a. The Technical Proposal, and
- b. The Financial Proposal.

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency’s country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following equipment: *Supply, Installation, Commissioning of IP Based CCTV Cameras and System training on turnkey basis at project area Jamshoro*
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 17.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 23.1** (as amended, if applicable), and it shall remain binding upon

- us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
 - (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 19**;
 - (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
 - (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of Supply, Installation, Commissioning of IP Based CCTV Cameras and System training on turnkey basis at project area Jamshoro];*
 - (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
 - (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
 - (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ****** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

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

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

Form T2 – Bidder Information Form

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

Date: *[insert date (as day, month and year) of bid submission]*

No.: TNCB-11/CCTV/CFPP/JPCL/2024

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: JV NOT ALLOWED
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form T3 – Bidder’s Qualification Information

1. Individual Bidders

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

Place of registration: *[insert]*

Principal place of business: *[insert]*

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

1.2 Total annual volume of Supplies delivered (*insert period*) years, in the PKR specified in the Bid Data Sheet: *[insert]*

1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last *three (3)* years. The values should be indicated in PKR. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of Procuring Agency and contact person	Type of Supplies provided and year of completion	Indicative Value of Contract
(a)			
(b)			
(c)			

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

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

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

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

1.6 Proposed sub-contracts and firms involved. Refer to GCC 18.

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

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

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

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.

1.10 Information regarding any litigation, current or within the last three (3) years, in which the Bidder is or has been involved.

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

1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.

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

2. Additional Requirements

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

We, the undersigned declare that

The information contained in and attached to this form is true and accurate as of the date of bid submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form T3-a- Work Experience

Experience of Similar Assignment

#	Assignment / Product Description	Company/Name of Customer	Contact Person Name / Contact Details
1.			
2.			
3.			
4.			
5.			

Please attach copies of work/Purchase orders, contract or customer reference letter/email or any other reference document that can substantially prove the above.

Details of Trained/Experienced Resources

#	Resource Name	Certificate Details	Certificate Issuance Date
1.			
2.			
3.			
4.			

Office Address

#	Company Name	Complete Office Address	Office Numbers
1.			
2.			
3.			

Form T3-b- Financial Situation and Performance

[The following table shall be filled in for the Bidder]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous three (3) years, (amount in currency, currency exchange rate,)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for three (3) years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) be independently audited or certified in accordance with local legislation.
- (b) be complete, including all notes to the financial statements.
- (c) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the last three (3) years required above; and complying with the requirements.

Form T3-c - Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Bidder]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual turnover data			
Year	Currency	Exchange rate	PKR equivalent
<i>[indicate calendar year]</i>	<i>[indicate currency]</i>		
		Average Annual Turnover *	

* Total PKR equivalent for all years divided by the total number of years.

Form T4 – Affidavit for Bidder’s Blacklisting / Eligibility Status

[The Bidder shall attach original affidavit duly authenticated by the relevant government agency on stamp paper of at least PKR 100/-]

ITB No: **TNCB-11/CCTV/CFPP/JPCL/2024**

Title: ***Supply, Installation, Commissioning of IP Based CCTV Cameras and System training on turnkey basis at project area Jamshoro***

Bidder: **[Name of Applicant / Entity]**

Jamshoro Power Company Limited

Mohra Jabal, Dadu Road, Jamshoro, Sindh, Pakistan.

Date:

We, [name of the Bidder] registered under incorporation / registration number [•] under the laws of [•], (the “**Bidder**”), do hereby solemnly declare and submit this undertaking of eligibility that we have not been blacklisted by the Government of Pakistan as of the date of the submission of the Bid.

We also solemnly declare that that we have not been declared ineligible/blacklisted by any Governmental/Semi-Governmental agency/department including any of its employer(s) / client(s) till date due to the reasons including but not limited to corrupt practices influencing the Procuring Agency in evaluation of the Bids or contract award decisions etc.

We also solemnly declare that we will continue to be eligible for the Bidding for this Plant in accordance with the Bidding Documents and shall notify the Procuring Agency immediately, in writing, of any change in the structure, formation, personnel or qualifications reflected in our Bid for Bidding that could affect our eligibility under the Bidding Document.

We acknowledge and accept that failure to notify the Procuring Agency of such changes in a timely manner may result in disqualification at any point in time.

We also understand that all capitalized but undefined terms shall have the meaning given to such terms under the Bidding Documents **TNCB-11/CCTV/CFPP/JPCL/2024**

Very truly yours,

[Name of authorized signatory] [Signature of authorized signatory] [Seal of the Company]

Witnesses by:

1 Signature

2 Signature

Name: _____

Name: _____

Address: _____

Address: _____

CNIC/Passport No. _____

CNIC/Passport No. _____

Form T5 – Manufacturer’s Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]

ITB No: **TNCB-11/CCTV/CFPP/JPCL/2024**
Title: ***Supply, Installation, Commissioning of IP Based CCTV Cameras and System training on turnkey basis at project area Jamshoro***
Bidder: **[Name of Applicant / Entity]**

To: Jamshoro Power Company Limited (JPCL) Jamshoro

WHEREAS;

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer’s factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid, the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

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.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____ *[insert date of signing]*

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

Form T6 – Form of Bid Security

(Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.
No need of this form if Security Amount will be submitted in shape of CDR / Pay Order]*

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: N Jamshoro Power Company Limited (JPCL) Jamshoro

Invitation No: TNCB-11/CCTV/CFPP/JPCL/2024-25

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

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

[Signature(s)]

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

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Form T7 - Pending Litigation

Bidder's Legal Name:

Date:

.....

Each Bidder must fill in this form

Pending Litigation			
1. No pending litigation in accordance with Criteria ITB 2.9			
2. Pending litigation in accordance with Criteria ITB 2.9, as indicated below			
Year	Matter in Dispute	Value of Pending Claim in PKR	Value of Pending Claim as % of Net Worth

Form T8 - Power of Attorney

[The Bidder shall attach original affidavit duly authenticated by the relevant government agency on stamp paper of at least PKR 100/-]

KNOWN BY ALL THAT by this Power of Attorney [*insert name of Bidder*] (the “**Bidder Company**”) having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Bidder Company, hereinafter referred to as the attorney, to sign the Bid, the ancillary documents, the Acceptance of Notice of Award and the Contract for supply of Complete Unit of Firefighting Vehicle (if awarded the Notice of Award) and to act for and on behalf of the Bidder Company and to bind the Bidder Company in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto.

The Bidder Company does hereby ratify & confirm whatever the attorney shall do by virtue of these presents.

Specimen signature of Mr. [*name of the nominee*]

Specimen signature of Mr. [*name of the nominee*]

Signature

Name:

Designation:

Company:

Witnesses

1 Signature

Name: _____

Address: _____

CNIC/Passport No. _____

2 Signature

Name: _____

Address: _____

CNIC/Passport No. _____

FINANCIAL PROPOSAL FORMS

Form F1 – Letter of Bid (Financial Proposal)

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [xxxxx2024]

Invitation No: [xxxxxxx]

Name of Project: *Supply, Installation, Commissioning of IP Based CCTV Cameras and System training on turnkey basis at project area Jamshoro*

To: **Jamshoro Power Company Limited (JPCL) Jamshoro**

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal In submitting our Financial Proposal, we make the following additional declarations:

- a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- b) **Total Price:** The total price of our Bid, excluding any discounts offered in item below is:
Rs. xxx/- (in words Rupees: xxxxxxxxxxxxxxxxxxxxxxxxxxxxx)

In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- c) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions,

gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *** [insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month], [insert year]*

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

Form F2 – Price Schedule in PKR

Below mentioned services & supplies will be as per technical specification given in Section V- Technical Specification. All prices must be in PKR. All the quotes must be provided as per format specified below.

ITB No: TNCB-11/CCTV/CFPP/JPCL/2024

Title: *Supply, Installation, Commissioning of IP Based CCTV Cameras and System training on turnkey basis at project area Jamshoro*

Bidder: [Name of Applicant / Entity]

BILL OF QUANTITY

Item No.	Item Description	Unit	Qty.	Rate	Amount
1..	Supply of Items:				
1.1	PTZ IR CCTV Camera 8MP (Or Higher)	No.	12		
1.2	Fixed IR CCTV Camera 5MP (Or Higher)	No.	21		
1.3	NVR 64 Channel with 8TB recording storage media.	No.	01		
1.4	NVR 8 Channel with 8TB recording storage media.	No.	01		
1.5	LED Screen 55 inches, highest resolution	No.	01		
1.6	LED Screen 24 inches, highest resolution	No.	01		
1.7	Fiber 6 core roll (1000m)	Roll	20		
1.8	Conduit pipe with accessories for laying down Fiber optic cable (m)	meter	20,000		
1.9	Personal Computer Core i5 with complete accessories	Set	01		
1.10	Ethernet Cable Cat-6 roll (300m)	Roll	02		
1.11	RJ45 Connector Packets (100 piece)	Pc	05		
1.12	Giga Media Converter (Pair)	Pair	33		
1.13	Network Switch 8 / 16 ports POE	No.	33		
1.14	Internet Modems and Routers	No.	02		
1.15	Power Supply Adaptors for CCTV Cameras along with	Set	33		

	female sockets for AC inputs (sets)				
1.16	PVC Insulated 2 Core Flexible Copper Electric Wire for 220VAC input to Camera Power Supply adapters (roll)	Roll	10		
1.17	Mounting Structures, brackets and fitting accessories for CCTV Cameras as per site requirements (Set)	Set	33		
1.	Total PKR				
	GST 18%				
2.	Services / Work:				
2.1	Cost of Splicing for CCTV Cameras (No.)	No.	33		
2.2	Cost of excavation, cable laying, installation, testing & commissioning.	Lumpsum	01 Job		
2.	Total PKR				
	SRB 13%				
Grand Total PKR (A+B)					

In words (Rupees: -----
--)

Note:

- JPCL may reserve the right to vary the quantity and specification of any item after pre-bid meeting with contractors/suppliers
- All product brochures, technical documentation/specifications should be enclosed with the bid and also specify the warranty period, on-site warranty of 1 year from the date of Operational Acceptance Testing Certificate.
- All the products should be supplied with complete accessories required.
- All the above products should be of reputed brand, BS/ISO certified and conformity with the National/ International Standards; FCC/UL/ROHS/CB/1P67/1K10.
- The price of all items shall be quoted item-wise; however, the lowest bidder will be determined by considering the lowest aggregate rate for the entire schedule.
- The prices quoted in the Financial Bid should be inclusive of all taxes & duties (e.g.

stamp duty @0.35%, etc.) and includes equipments, installation charges, materials, labor, tools, appropriate cabling and necessary management for completion of the work. The vendor should quote the prices for providing complete solution. After placing the order, JPCL will not pay any extra amount which is not mentioned in the financial bid.

- No T&P shall be issued to the Contractor. The contractor shall be provided with electricity and water at one point. He shall make his own arrangements for further distribution of electricity, water supply and all other labour, tools, plant and equipment etc. as required for the works to be completed. Any damage done to existing walls /ceiling /floors /electrical /fire alarm/ fighting/plumbing equipment /building during execution shall be on the part of the Contractor.
- All the items to be provided in proper company original packing with brochures, Manual or CDs.

Grand Summary Cost Table

Item No.	Milestone	Amount in PKR			
		Total cost	18% GST	13% SRB	Total Amount Rs.
1.	Supply Costs			-	
2	Installation Cost		-		
.	Grand Totals 1+2 (to Bid Submission Form)				

Name of Bidder	
Authorized Signature of Bidder: With seal	

PART-B
CONDITIONS OF CONTRACT AND
CONTRACT FORMS

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			“ Authority ” means Public Procurement Regulatory Authority.
			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 45 hereunder.
			The “ Contract ” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			The “ Commencement Date ” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			“ Completion ” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			“ Country of Origin ” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			The “ Contract Price ” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			“ Effective Contract date ” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 5 .
			“ Procuring Agency ” means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC .
			“ 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.
			“ GCC ” means the General Conditions of Contract contained in this section.

			<p>“Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.</p>
			<p>“CCTV System,” also called “the System,” means all the CCTV Cameras, Materials, and other Goods to be supplied, installed, integrated, and made operational, together with the Services to be carried out by the Supplier under the Contract</p>
			<p>“SCC” means the Special Conditions of Contract.</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 the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.</p>
			<p>“Project Name” means the name of the project stated in SCC.</p>
			<p>“Day” means calendar day.</p>
			<p>“Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.</p>
			<p>“End User” means the organization(s) where the goods will be used, as named in the SCC.</p>
			<p>“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>“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</p>

			Force Majeure to prevent), confiscation or any other action by Government agencies.
			“ Specification ” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
			The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
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 singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: Form of Contract, Special Conditions of Contract, General Conditions of Contract, Letter of Acceptance, Certificate of Contract Commencement Specifications Contractor's Bid, and Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3	Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - Submission of performance Security (or guarantee) in the form specified in the SCC; Furnishing of Advance Payment Unconditional Guarantee (Not applicable)
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC, this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC

			Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law and Effectiveness of the contract	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC .
		5.2	The Contract shall be effective from the date specified in the SCC .
6.	Country of Origin	6.1	The origin of goods and services making CCTV systems may be distinct from the nationality of the Supplier.
7.	Scope of the CCTV System	7.1	Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all IR CCTV Cameras, Materials and other Goods as well as system training of all equipments/Services required for the implementation (including procurement, quality assurance, assembly, associated site preparation, delivery, pre-commissioning, installation, testing, and commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, and any other documents specified in the Contract and the Agreed and Finalized Project Plan
		7.2	The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
		7.3	The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC , including the relevant terms, characteristics, and timings
8.	Supplier's Responsibilities	8.1	The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of IR CCTV systems, support, maintenance, system training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
		8.2	The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the CCTV System provided by the Procuring agency and on the basis of information that the Supplier could have obtained from a visual inspection of the site and of other data readily available to the Supplier relating to the CCTV System as at the date Seven (07)

			days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract
		8.3	The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination.
		8.4	The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Procuring agency's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring agency and that are necessary for the performance of the Contract.
		8.5	The Supplier shall comply with all laws in force in the Procuring agency's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring agency from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Supplier shall not indemnify the Procuring agency to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring agency.
		8.6	The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
		8.7	Any CCTV Systems or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin in a country that shall be an Eligible Country.

		8.8	The Supplier shall permit the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors.
		8.9	Other Supplier responsibilities, if any, are as stated in the SCC.
9.	Procuring Agency's Responsibility	9.1	The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring agency to the Supplier, except when otherwise expressly stated in the Contract.
		9.2	The Procuring agency shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.
		9.3	The Procuring agency shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
		9.4	If requested by the Supplier, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
		9.5	In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
		9.6	The Procuring agency shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay

			by the Procuring agency may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion
		9.7	Unless otherwise specified in the Contract or agreed upon by the Procuring agency and the Supplier, the Procuring agency shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.
		9.8	The Procuring agency will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.
		9.9	The Procuring agency assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
		9.10	The Procuring agency is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
		9.11	Other Procuring agency responsibilities, if any, are as stated in the SCC.
10.	Prices	10.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		10.2	Prices charged by the Supplier for CCTV System under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
11.	Payment	11.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		11.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and

			Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
		11.3	Payments shall be made promptly by the Procuring Agency, within thirty (30) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
		11.4	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.
		11.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 11.4
12.	Performance Guarantee	12.1	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		12.2	The Performance Guarantee shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified check.
		12.3	The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC .
13.	Taxes and Duties	13.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		13.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		13.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the supply of the CCTV System to the Procuring Agency.
14.	Copy Rights		Deleted
15.	Software License Agreements		Deleted

16.	Confidential Information	16.1	Except if otherwise specified in the SCC, the "Receiving Party" (either the Procuring agency or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
		16.2	For the purposes of GCC Clause 16.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring agency or the Procuring agency's use of the System.
		16.3	Notwithstanding GCC Clauses 16.1 and 16.2: (a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring agency to the extent reasonably required for the Subcontractor to perform its work under the Contract; and (b) the Procuring agency may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in place of the Receiving Party.
		16.4	The Procuring agency shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring agency's prior written consent, use any Confidential Information received from the Procuring agency for any purpose other than those that are required for the performance of the Contract.
		16.5	The obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which: (a) now or hereafter enters the public domain through no fault of the Receiving Party; (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party; (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

		16.6	The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
		16.7	The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
17.	Project Plan	17.1	In close cooperation with the Procuring agency and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.
		17.2	The Supplier shall formally present to the Procuring agency the Project Plan in accordance with the procedure specified in the SCC
		17.3	If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 35.
		17.4	The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract
		17.5	The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Procuring agency in the format and frequency specified in the Technical Requirements.
18.	Sub-contracting	18.1	List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring agency. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring agency for its approval in sufficient time so as not to impede the progress of work on the System. The Procuring agency shall not withhold such approval unreasonably. Such approval by the Procuring agency of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract
		18.2	The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring agency's prior approval under GCC Clause 18.3.

		18.3	For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring agency in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring agency has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Procuring agency has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring agency during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring agency of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring agency or Supplier as they are specified in GCC Clauses 18.1 and 18.2, in the SCC, or in Appendix of the Contract Agreement.
19.	Procurement and Delivery	19.1	Subject to related Procuring agency's responsibilities pursuant to GCC Clause 9, the Supplier shall manufacture or procure and transport all the CCTV System, Materials, and other Goods in an expeditious and orderly manner to the Project Site
		19.2	Delivery of the CCTV System, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements
		19.3	Early or partial deliveries require the explicit written consent of the Procuring agency, which consent shall not be unreasonably withheld.
20.	Transportation	20.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring agency's instructions to the Supplier.
		20.2	The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.
		20.3	Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.
21.	Documents	21.1	Unless otherwise specified in the SCC , the Supplier will provide the Procuring agency with shipping and other documents, as specified below; For Goods supplied from outside the Procuring agency's Country: (NOT APPLICABLE) For Goods supplied locally (i.e., from within the Procuring agency's country):

			Upon Supply, the Supplier shall notify the Procuring agency the full details of the supply with the following documents: (a) delivery note showing the Goods' description and quantity;
22.	Product Upgrades	22.1	Deleted
23.	Inspections and Test	23.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		23.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		23.3	Should any inspected or tested component fail to conform to the Specifications, the Procuring Agency may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the Procuring Agency.
		23.4	The Procuring Agency's right to inspect, test and, where necessary, reject component after' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the shipment from the country of origin.
		23.5	The Procuring Agency may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected
		23.6	If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter

			to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.
24.	Installation of the System	24.1	As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Procuring agency in writing
		24.2	The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring agency in writing, in accordance with GCC Clause 24.1. The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.
		24.3	If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, or if the Procuring agency puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring agency put the System into production operation, as the case may be.
25.	Commissioning	25.1	Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 26.1) shall be commenced by the Supplier: <ul style="list-style-type: none"> (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 24.2; or (b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or (c) immediately after Installation is deemed to have occurred, under GCC Clause 24.3.

		25.2	<p>The Procuring agency shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.</p> <p>Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing</p>
26.	Operational Acceptance Tests	26.1	<p>The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring agency (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier’s bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.</p> <p>At the Procuring agency’s discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.</p>
		26.2	<p>If for reasons attributable to the Procuring agency, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 26.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Procuring agency and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan.</p>
27.	Operational Acceptance	27.1	<p>Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when</p> <p>the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or</p> <p>the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring agency within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2 below; or</p> <p>the Procuring agency has put the System into production or use for sixty (60) consecutive days. If the System is put into</p>

			production or use in this manner, the Supplier shall notify the Procuring agency and document such use
		27.2	At any time after any of the events set out in GCC Clause 27.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.
		27.3	After consultation with the Procuring agency, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall: issue an Operational Acceptance Certificate; or notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.1 (b) arises.
		27.4	The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring agency, and the Procuring agency, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring agency of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3. The Procuring agency shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
		27.5	If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 26.1, then either: the Procuring agency may consider terminating the Contract, pursuant to GCC Clause 41; or if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring agency to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.
		27.6	If within fourteen (14) days after receipt of the Supplier's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the

			justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice
28.	Partial Acceptance	28.1	If so specified in the SCC for GCC Clause 26.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 28.2
		28.2	The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 28.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC 27.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned
		28.3	In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring agency or Supplier.
29.	Warranty/ Defect Liability Period	29.1	The Supplier warrants that the system, including all CCTV System, Materials and other goods supplied and services provided under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied and services provided under this Contract shall have no defect, arising from design, materials, or workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied CCTV System in the conditions prevailing in Pakistan. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

		29.2	This warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall remain valid for a period specified in the SCC.
		29.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		29.4	Upon receipt of such notice, the Supplier shall promptly or within the period specified in the SCC, in consultation and agreement with the Procuring agency regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective CCTV System or other Goods that have been replaced by the Supplier shall remain the property of the Supplier
		29.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
30.	Intellectual Property Rights Indemnity		Deleted
31.	Insurance	31.1	The CCTV System supplied/provided 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.
32.	Limitation of Liability		Deleted
33.	Related Services	33.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
		a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

			e)	Training of the Procuring Agency’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Goods supplied and Services Provided.
		33.2		Prices charged by the Supplier for related services, if 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.
34.	Change Orders	34.1		The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
			a)	Drawings, designs, or specifications;
			b)	The method of shipment or packing;
			c)	The place of delivery; and/or
			d)	The Services to be provided by the Supplier.
		34.2		If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the Procuring Agency change order.
		34.3		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.
35.	Contract Amendments	35.1		Subject to GCC Clause 34 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
36.	Assignment	36.1		Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
37.	Sub-contracts	37.1		The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
38.	Delays in the Supplier’s Performance	38.1		Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		38.2		If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of

			communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		38.3	Except as provided under GCC Clause 41 , 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 39 , unless an extension of time is agreed upon pursuant to GCC Clause 38.2 without the application of liquidated damages.
39. Liquidated Damages		39.1	Subject to GCC Clause 41 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 40 .
40. Termination for Default		40.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		40.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the

			Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
			h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		40.3	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.
		40.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
41. Termination for Force Majeure		41.1	Notwithstanding the provisions of GCC Clauses 38, 39, and 40 , neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
		41.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

42.	Termination for Insolvency	42.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
43.	Termination for Convenience	43.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		43.2	The Systems that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, the Procuring Agency may elect:
			a) To have any portion completed and delivered at the Contract terms and prices; and / or
			b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
44.	Transfer of Ownership	44.1	With the exception of Software and Materials, the ownership of the CCTV System and other Goods shall be transferred to the Procuring agency at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
		44.2	Ownership and the terms of usage of the CCTV System and Materials supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements
		44.3	Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.
45.	Disputes Resolution	45.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		45.2	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.

46.	Procedure for Disputes Resolution	46.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC .
		46.2	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.
		46.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC .
47.	Replacement of Arbitrator	47.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
48.	Notices	48.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
		48.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is: <i>Jamshoro Power Company Limited (JPCL), Mohra Jabal, Dadu Road, Indus Highway, Jamshoro</i>
2.	1.1(j)	The Supplier is: <i>The Name and address of the "Most Advantageous Bidder" provided in bidding document will be expressed on entering into contract</i>
3.	1.1(q)	The title of the subject procurement or The Project is: Supply, Installation, Commissioning, Testing & Training of IP based CCTV Systems at 660 MW Coal Fired Power Plant Jamshoro <i>on turnkey basis as given in "Schedule of Requirement" of Tender Document.</i>
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: <i>English</i>
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: <i>Laws of the Islamic Republic of Pakistan</i>
	5.2	<i>The Contract shall be effective from the date of signing of the contract. The commencement date will be reckoned from the date of issuance of notice to proceed "NTP".</i>
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is <i>Country of Origin is the country where the offered equipments are manufactured. The equipment manufactured in India and Israel are not acceptable.</i>

Scope of the System (GCC 7)		
7.	7.1	The Scope of the System is Efficient surveillance of the project surrounding area with Security Cameras having centrally monitored command & control at designated room /offices.
Supplier Responsibilities (GCC 8)		
8.	8.1	<p>The Supplier shall have the following additional responsibilities:</p> <ul style="list-style-type: none"> <i>The supplier shall be responsible for supply, installation, commissioning & testing of CCTV systems and shall impart operational training to the JPCL personnel and provide services in efficient manner during warranty period/defects liability period.</i> <i>provide all skilled manpower required for the installation and configuration of the equipment at their own expense.</i> <p>The Contractor/supplier must have an established service base in (Jamshoro/Hyderabad/Karachi) and local tech support office in Hyderabad/Jamshoro (preferably)</p>
Procuring Agency's Responsibilities (GCC 9)		
9.	9.1	<p>The Procuring agency shall have the following additional responsibilities:</p> <ul style="list-style-type: none"> <i>The procuring agency; JPCL shall provide assistance in Security Gate Passes, permits, site area visits and ground facilities such as arrangement of power connection from the nearest available point.</i> <i>The contractor's staff may be provided with residence on payment in residential colony at Bachelor Hostel/ Rest house, subject to availability, during project execution. The messing will be arranged by the contractor/supplier.</i>
Price (GCC 10)		
10.	10.1	<p>Prices shall be adjusted in accordance with provisions in the Attachment to SCC:</p> <p><i>Payment shall be made as per actual quantities of executed works on item rates quoted in Form of Bid Price or change in syllabus of taxes and duties. The Price is subject to adjustment to that extent.</i></p>

Payment (GCC 11)		
11.	11.2	<p>Payment for Goods and Services supplied from within Pakistan: Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</p> <p>i. On Delivery: 50% (percent) of the Contract Price shall be paid on receipt of the equipments /Goods and upon submission of acceptance certificate for the respective delivery issued by the Procuring Agency.</p> <p>ii. On Acceptance: The remaining 50% (percent) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the Operational Acceptance Certificate issued by the Procuring Agency on successful fulfillment of the contractual obligations.</p>
12.	11.3	<p>Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be</p> <p><i>One (1) month KIBOR (ask) + 01%</i></p>
Performance Guarantee (GCC 12)		
13.	12.1	The amount of performance guarantee, as a percentage of the Contract Price, shall be: <i>Ten (10) percent of the Contract Price</i>
14.	12.4	After delivery and acceptance of the CCTV System, <i>100 percent of the Performance Guarantee shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 29</i>
Taxes and Duties (GCC 13)		
15.	13.	<i>The prices quoted in the Financial Bid should be inclusive of all applicable Federal, Provincial or Local license fees, taxes and duties and will be paid by the contractor/supplier and are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rate of any tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy.</i>

Copy Rights (GCC 14)		
16.	14.3	Deleted
17.	14.5	Deleted
Software License Validity (GCC 15)		
18.	15.1 (a)(iii)	<i>Deleted</i>
19.	15.1 (a)(iv)	<i>Deleted</i>
20.	15.1(b)(ii)	<i>Deleted</i>
21.	15.1(b)(vii)	<i>Deleted</i>
22.	15.1(b)(vii)	<i>Deleted</i>
Confidential Information (GCC 16)		
23.	16.1	<i>“There are no modifications to the confidentiality terms expressed in GCC Clause 16.1”</i>
24.	16.7	<i>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for one year</i>
Project Plan (GCC 17)		
25.	17.1	<p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> (a) <i>Delivery and Installation Plan</i> (b) <i>Training Plan</i> (c) <i>Pre-commissioning and Operational Acceptance Testing Plan</i> (d) <i>Warranty Service Plan</i> <p><i>Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, Section-V</i></p>
26.	17.2	<i>Within Seven (7) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring agency. The Procuring agency shall, within five (5) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed CCTV System, will satisfy the Technical Requirements and/or the SCC Clause 17.2 called “non-conformities”. The Supplier shall, within five (5) days of receipt of</i>

		<p><i>such notification, correct the Project Plan and resubmit to the Procuring agency. The Procuring agency shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring agency shall issue notice to proceed "NTP" to provide confirmation in writing to the Supplier. This approved Project Plan "the Agreed and Finalized Project Plan" shall be contractually binding on the Procuring agency and the Supplier. The contract days shall be reckoned from the date of issuance of NTP.</i></p>
27.	17.5	<p>The Supplier shall submit to the Procuring agency the following reports:</p> <p>(a) Weekly progress reports, summarizing:</p> <p>(i) <i>results accomplished during the prior period;</i></p> <p>(ii) <i>cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</i></p> <p>(iii) <i>corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</i></p> <p>(iv) <i>other issues and outstanding problems; proposed actions to be taken;</i></p> <p>(v) <i>resources that the Supplier expects to be provided by the Procuring agency and/or actions to be taken by the Procuring agency in the next reporting period;</i></p> <p>(vi) <i>other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.</i></p> <p>(b) Other reports may be needed to monitor Contract performance/progress with System implementation:</p> <p>i) <i>inspection and quality assurance reports</i></p> <p>ii) <i>training participants test results</i></p> <p>iii) <i>monthly log of service calls and problem resolutions during warranty period</i></p>
<p>Sub-Contracting (GCC 18)</p>		
28.	18.1	<p><i>Sub-contracting with the approval of JPCL is allowed as per GCC Clause 18</i></p>

Transportation (GCC 19)		
29.	19.1	<ul style="list-style-type: none"> i. <i>The Supplier shall be free to use transportation through carriers registered in any eligible country and shall not obtain insurance from any eligible source country.</i> ii. <i>The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.</i> iii. <i>The Supplier shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.</i> iv. <i>All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.</i>
Documents (GCC 21)		
30.	21.1	The Supplier shall provide to the Procuring agency documents <i>Delivery Note/Challan</i>
Products Upgrade (GCC 22)		
31.	22.1	<i>Deleted</i>
Inspections and Tests (GCC 23)		
32.	23.1	<ul style="list-style-type: none"> i) <i>After delivery of goods at the Purchaser's premises, the Purchaser shall inspect the quantity, quality, Specifications of goods.</i> ii) <i>The Inspection Committee of JPCL will carry out detailed physical examination of stocks and can reject, any item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.</i> iii) <i>The supplier shall notify the PA to witness pre-commissioning and commissioning and final tests of CCTV System".</i>
Installations (GCC 24)		
33.	24.1	<i>Installation of CCTV equipment and allied accessories will be made as per requirement of the system following standard prudent practices applicable to approved Project Plan.</i>

Operational Acceptance Test (GCC 26)		
34.	26.1	<i>Operational Acceptance Testing shall be conducted for technical and functional performance of CCTV System or the Subsystems in coordination with supplier</i>
Defect Liability (GCC 29)		
35.	29.1	For Software, exceptions or limitations to the Supplier's warranty obligations shall be as follows: <i>"None"</i>
36.	29.3	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: <i>"All Standard Software must have been commercially available in the market for at least three years"</i>
37.	29.4	<i>The Warranty Period (One year) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for another year for hardware and software on payment consistent with and reflective of market".</i>
38.	29.10	<i>During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within three (3) working days of notification.</i>
Intellectual Property Rights Indemnity		
39.		<i>Deleted</i>
Insurance (GCC Clause 31)		
40.	31.1	<i>The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. Optional</i>
Related Services (GCC Clause 33)		
41.	33.1	Related services to be provided are: <i>The Supplier shall provide all the related services as per GCC-33 without any additional cost to Procuring Agency</i>

Change Orders (GCC 34)		
42.	34.1	PA may, at any time, make changes within general scope of the contract in i) <i>Drawings, design or specifications</i> i) <i>The services to be provided by the supplier</i>
Liquidated Damages (GCC Clause 39)		
43.	39.1	Applicable rate: <i>0.2 per cent per day of undelivered materials/good's value</i> Maximum deduction: <i>Will be equal to the performance security.</i>
Procedure for Dispute Resolution (GCC Clause 45)		
44.	45.1	<i>In case of a dispute arising between the Parties regarding the terms of or rights and obligations of the Parties under this Contract, if not resolved amicably, shall be settled by an arbitration in accordance with the Arbitration Act, 1940. The place of Arbitration shall be Islamabad.</i>
Notices (GCC Clause 48)		
45.	48.1	– Procuring Agency's address for notice purposes: Project Director (PIU), 660MW CFPP, Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro – Supplier's address for notice purposes: <i>[same as provided by bidder in "Bidder's Information Form" by the most Advantageous Bidder]</i>

PARTICULAR CONDITIONS OF CONTRACT

1. Contractor should depute a qualified supervisor dedicated for this work, who will monitor and coordinate work from contractor's side and interact with the CFPP Engineer/Manager Security, responsible for supervision of work, on regular basis.
2. The Contractor shall ensure a valid police verification for all his personnel and will take due permission for entry of all his workers in CFPP (JPCL). No unauthorized person will be allowed to work inside.
3. During execution of work, Engineer/Manager Security may make minor changes in the scope of work as per site conditions or other reasons. Contractor will have no extra claim in his rates for the same.
4. All standard safety protocols such as wearing masks and helmets must be followed by the Contractor and his workers to prevent accidents failing which expulsion/ penalty shall be levied on the agency.
5. The workers shall be physically searched and scanned before entry as per norms and actions will be taken as per policy.
6. The specification of the equipment supplied should be equivalent or higher than the specifications mentioned in the tender document and the vendor should specify the brand/model/make in their technical offer.
7. If required, the bidder can be called for an on-site demo to evaluate the quality of recording and video file out puts of the quoted CCTV equipment before it is approved.
8. Any loss or damage or theft will be borne by the contractor/supplier.
9. After successful installation and testing, the contractor/supplier has to impart the system training without any cost to the JPCL to operate the equipment.
10. The entire CCTV system supplied & installed should be under on-site warranty as specified against all types of defects from the date of handing over of the product to the JPCL. Any defects found in the product/sub-product within the warranty period shall be rectified / replaced by the Vendor free of cost. During this period of warranty, servicing at quarterly interval or earlier without any additional cost to the JPCL besides attending to call back services in case of break down, as prescribed by the manufacturer

and as mutually agreed to, shall be carried out free- of-cost. This includes replacement of all parts and spare parts and any number of break down call.

11. JPCL will enforce penalty as below in case of discrepancy in services under warranty period:
 - a) On receiving complaint about equipment/ services, the Vendor will promptly respond and repair/ replace or provide required services within three working days, if failed, penalty shall be levied @ Rs. 500/- per day;
 - b) If the CCTV system is down for more than ten working days, then JPCL will forfeit the Bank Guarantee;
 - c) If JPCL observes any unsatisfactory services after sales, discipline/ conduct, delay in repair / maintenance, then JPCL will forfeit the bank guarantee and black list the company / firm.
12. The successful Vendor shall sign an agreement within Five working days of the receipt of order as prescribed by JPCL in accordance with T&C of the tender on a judicial stamp paper. All legal expenses, incidental thereto shall be borne by the Vendor.

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between [*name and address of Procuring Agency*] of Pakistan (hereinafter called “the Procuring Agency”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related-services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Agency’s Letter of Acceptance; and
 - (h) [*add here: any other documents*]
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
5. The **Maintenance contract during warranty / defect liability period** has comes into effect as per below term & conditions:

The Maintenance Contract will be binding for the party that is awarded the schedule. The contractor will be bound to provide services to maintain the CCTV Network as put forth in the schedule for a period of 01 year from the date of commissioning. The date of commissioning will be the date on which supplied equipment is deployed and configured to the satisfaction of the JPCL and qualified the technical & functional tests. Upon this, PA shall issue an Operational Acceptance Certificate and defects liability period/warranty period shall be reckoned from that date. Following terms & conditions will be applicable to the maintenance contract:

- i. Site Visits will be conducted during working hours i.e. 9AM – 5PM.
- ii. If an issue is reported by 3PM, it must be attended to the same day else next working day.
- iii. No additional equipment or materials are included and will be charged separately if required.
- iv. Burning and breakage of any equipment are not included.
- v. If any item under warranty malfunctions, Contractor must give a backup equipment and original item will be sent for warranty claim.
- vi. JPCL will follow the aforementioned procedure and contractor will provide services accordingly.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Witness to the signatures of the Supplier:

Stamp:

Performance Security (or guarantee) Form

To: *[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]

Delivery Confirmation Certificate

To:

[insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to Contract entered into between *[Name of Applicant / Entity]* and JPCL (hereinafter the "Procuring Agency") dated *[insert: date of Contract]*, relating to the *Supply, Installation and Commissioning of CCTV Cameras and System Training*, , we hereby notify you that the Goods (or parts or major component thereof) was deemed to have been delivered on the date specified below.

1. Description of the Goods (or relevant or parts or major component thereof):
[insert equipment name]
2. Date of Delivery: *[insert:date]*

Notwithstanding the above, you are required to complete the outstanding items listed in Contract Agreement as soon as practicable. This letter shall not relieve you of your obligation to install, configure, integrate (as applicable) and achieve Operational Acceptance of the entire System (if applicable) in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Agency

Signed: _____

Date: _____

Installation Certificate Form

Date: [insert: date]
Invitation No: TNCB-11/CCTV/CFPP/JPCL/2024
Contract: Supply, Installation and Commissioning of CCTV System

To:
[insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to Contract entered into between *[Name of Applicant / Entity]* and *JPCL (Procuring Agency)* dated *[insert: date of Contract]*, relating to the *Supply, Installation and Commissioning CCTV Cameras and System Training*, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

Description of the System (or relevant Subsystem or major component:

[insert equipment name]

Date of Installation: *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Agency

Signed: _____

Date: _____

in the capacity of: Director Procurement, PIU

Operational Acceptance Certificate Form

To:

[insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to Contract entered into between *[Name of Applicant / Entity]* and *JPCL (Procuring Agency)* dated *[insert: date of Contract]*, relating to the *Supply, Installation and Commissioning of CCTV Cameras and System Training*, , we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the JPCL hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component):
2. Date of Operational Acceptance: *[insert: date]*

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Agency

Signed: _____

Date: _____

In the capacity of: Director Procurement, PIU