

BIDDING DOCUMENTS

BID NO. TNCB-15/SE/CFPP/JPCL/2024-25

**Supply of Security Surveillance Equipment
and its Commissioning at Site**

For

JAMSHORO POWER COMPANY LIMITED

(Single Stage - One Envelope Procedure)

(National Competitive Bidding)



**Jamshoro Power Company Limited,
Jamshoro Sindh**

March-2025

Standard Bidding Documents

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 BIDDERS



Bid No. TNCB-15/SE/CFPP/JPCL/2024-25

For

**SUPPLY OF SECURITY SURVEILLANCE EQUIPMENT AND ITS COMMISSIONING
AT SITE**

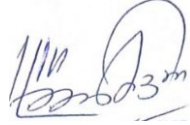
Invitation to Bidders

Date: [14-03-2025.]

1. This Invitation to Bidders follows the Procurement **Advertisement No. TS551703E** for the subject Procurement which appeared on PPRA & JPCL websites on 12-03-2025
2. JPCL invites sealed bids from the Active Tax Payers and eligible firms/ Manufacturer/ Distributor/Supplier of Security Surveillance Equipment for the Supply of UVIS, Walk Through Gate & Drone for Surveillance with detail given in "Schedule of Requirement" Section-V of this Tender Document, to Jamshoro Power Company Limited (JPCL), a Government Owned Entity, under GENCO Holding Company Limited (GHCL), Ministry of Energy (Power Division) Islamabad. Bidders may quote for all or any single item also.
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-One Envelope**" procedure under Rule 36 (a) 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.
5. Tender document can be obtained from PD PIU office, Jamshoro or GHCL office in Islamabad on payment of Rs. 3000/- or can be downloaded from JPCL Website www.jpcl.com.pk. In case, these Tender Documents are downloaded from JPCL-website, then the payment of Tender Document Fee, amounting to Rs.3000/- must be made by Pay Order/ D.D in favor 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. The interested Bidders are requested to keep visiting the JPCL's official website to seek the updated information/Amendment, if any.
6. All bids must be accompanied by a Bid Security in an acceptable form equal to the 5% of the total bid price.
7. 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 **1200 hrs. (PST) on 07-**

04-2025. The bids (the Technical Proposal only) will be opened promptly thereafter at 1230 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.**

8. 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

Coal Fired Power Project, JPCL

Mohra Jabal, Dadu Road, Jamshoro

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



Check List

Form No.	NAME OF BID FORM	REQUIREMENT
1.	Form of Bid	On Bidder(s)/Firm's letterhead with date and signed by authorized Representative and stamped.
2.	Bidder Information Form	
3.	Price Schedule: Form of Bid Price	On Bidder(s)/ Firm's letterhead with the date and signed by Authorized Representative and stamped.
4.	Form of Bid Security	<i>The bank shall fill in the Bank Guarantee Form as per standard practices. (No need of this form if Bid Security Amount will be submitted in shape of CDR / Pay Order or any other instrument issued by Bank)</i>
5.	Pending Litigation	On Bidder(s)/ Firm's letterhead with the date and signed by Authorized Representative and stamped. (Accompanied with evidences / Experience Certificates)
6.	Specific Experience (Summary Sheet)	
7.	Power of Attorney(s)	To be dated and signed by Authorized Representative, duly notarized, and stamped on PKR 1,00/- Stamp Paper
8.	Undertaking of Eligibility/Non-Blacklisting	To be dated and signed by Authorized Representative, duly witnessed, notarized and stamped on PKR 100/- Stamp Paper
9.	Average Annual Turnover	On Bidder(s)/ Firm's letterhead with the date and signed by Authorized Representative and stamped. (Accompanied with Audited Financial Statements)

Note:

1. All the forms of Section VI "Standard Forms" are required to be filled along with the requisite documents, signed and stamped on letterhead/ Stamp Papers as mentioned against each above.
2. Proof of Experience, must be submitted as required in qualification criteria;
3. Audited Financial Statements / Bank Statement must be attached as required in qualification criteria.
4. Any other relevant Information / leaflet/literature/ brochures may be attached.

Note: The Bid be submitted in Main Envelope bearing Title of Tender number and Addressed to Project Director, 660MW CFPP Jamshoro containing Original with 02 Copies sealed in separate envelope with mark as "ORIGINAL" and "COPY"

Table of Contents

SECTION I: INVITATION TO BIDDERS	3
Invitation to Bidders	4
Check List	6
SECTION II: INSTRUCTION TO BIDDERS (ITBs)	8
A. Introduction.....	9
b. Bidding Documents	11
c. Preparation of Bids	13
d. Submission of Bids.....	19
e. Opening and Evaluation of Bids	21
f. Award of Contract	29
g. Grievance redressal & Complaint Review Mechanism	32
h. Mechanism of Blacklisting.....	33
SECTION III: BID DATA SHEET (BDS).....	35
A. Introduction.....	36
B. Bidding Documents	37
C. Preparation of Bids	37
D. Submission of Bids	38
E. Opening and Evaluation of Bids.....	39
F. Award of Contract	41
G. Review of Procurement Decisions	41
SECTION IV. ELIGIBLE COUNTRIES.....	42
SECTION V: SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.....	43
1.SCHEDULE OF REQUIREMENTS.....	44
Scope of Supply:	44
2.ELIGIBILITY CRITERIA.....	46
3.QUALIFICATION CRITERIA	48
SECTION VI: STANDARD FORMS	49
1. Form of Bid.....	50
2. Bidder Information Form.....	52
3. Price Schedule Form/ Form of Bid Price	53
4. Form of Bid Security	54
5. Pending Litigation.....	55
6. Specific Experience (Summary Sheet)	56
7. Power of Attorney.....	57
8. Undertaking of Eligibility / Blacklisting	58
9. Average Annual Turnover.....	59
SECTION VII: GENERAL CONDITIONS OF THE CONTRACT	60
SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC).....	78
SECTION IX: CONTRACT FORMS	85
Performance Security (or guarantee) Form	86

SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

1. Scope of Bid	1.1	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the Supply of Security Surveillance Equipment and its Commissioning at Site at Coal Fired Power Plant Located at Jamshoro, Sindh Pakistan, as specified Section V - Schedule of Requirements . The successful Bidders will be expected to deliver the Security Surveillance Equipment within the specified period and timeline(s) as stated in the BDS .
2. Source of Funds	2.1	From the PA's own resources.
3. Eligible Bidders	3.1	A Bidder may be a natural person, company or firm and Manufacturer/ Distributor/Supplier or public or semi-public agency of Pakistan <i>registered with Income Tax and Sales Tax Departments, who are on Active Taxpayer List of FBR, having vast experience and specializing in "Supply and commissioning of Security Surveillance Equipment"</i> .
	3.2	Deleted
	3.3	Deleted
	3.4	Deleted Joint Venture, Consortium or Association not allowed
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers, distributors or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering 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.
	3.7	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: a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been

		<p>engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</p> <p>b) have controlling shareholders in common; or</p> <p>c) receive or have received any direct or indirect subsidy from any of them; or</p> <p>d) have the same legal representative for purposes of this Bid; or</p> <p>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</p> <p>f) Submit more than one Bid in this Bidding process.</p>
*	3.8	<p>A Bidder may be ineligible if;</p> <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favor of the Bidder are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The firm, supplier and contractor are blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	<p>Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p>
	3.10	<p>Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.</p>
	3.11	<p>Deleted</p>

4. Eligible Goods and Related Services	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section - 4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
	4.4	To establish the eligibility of the Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
	4.5	Deleted
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process and cannot be a sub-contractor with more than one bidder in the same bidding process.
	5.2	Deleted
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	<p>The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB - 9.2 include:</p> <p>Section I - Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Forms of Bid</p>
---	-----	--

		<p>Section VII General Conditions of Contract (GCC)</p> <p>Section VIII Special Conditions of Contract (SCC)</p> <p>Section IX Contract Forms</p>
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.3	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procuring Agency or the signed pdf version 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.
	7.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides 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	The prospective Bidders may request for clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	The clarifications sought by Bidders and responses given to them, will be transmitted promptly to all prospective Bidders who have purchased the Bidding

		Documents from Procuring Agency or informed to Procuring Agency for obtaining the Bidding Documents from other sources. Any modification to the Bidding Documents that may become necessary shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9.
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 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 specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
----------------------------	------	--

<p>11. Documents and Sample(s) Constituting the Bid</p>	<p>11.1</p>	<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) Documentary evidence established in accordance with ITB - 13 that the Bidder is eligible and/or qualified for the subject bidding process; c) Documentary evidence established in accordance with ITB - 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; d) Bid security or Bid Securing Declaration furnished in accordance with ITB - 18; e) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and <p>Any other document required in the BDS.</p>
	<p>11.2</p>	<p>Deleted</p>
	<p>11.3</p>	<p>Deleted</p>
	<p>11.4</p>	<p>Deleted</p>
	<p>11.5</p>	<p>Deleted</p>
	<p>11.6</p>	<p>Deleted</p>
<p>12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents</p>	<p>12.1</p>	<p>Pursuant to ITB - 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.</p>
	<p>12.2</p>	<p>Deleted</p>
	<p>12.3</p>	<p>The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential technical specifications and performance characteristics of the Goods; b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the BDS.

	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to ITB - 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any language other than English is used, the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB - 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section - 4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: <ul style="list-style-type: none"> a) the Bidder has the financial, technical, and supply or production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. b) 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 obligations prescribed in the Conditions of Contract and/or Technical Specifications. c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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 Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	Deleted
	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 - 28.
	15.9	Deleted
16. Bid Currencies	16.1	Prices shall be quoted in the following currencies: 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 .
	16.2	Deleted
	16.3	Deleted
	16.4	Deleted
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 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 - 28 .
	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 - 41 , or furnishing the performance security (or guarantee), pursuant to ITB - 42 .
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <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 - 30.3; or

		<p>b) in the case of a successful Bidder, if the Bidder fails:</p> <p>i) to sign the contract in accordance with ITB - 41; or</p> <p>ii) to furnish performance security (or guarantee) in accordance with ITB - 42.</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:
	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 Bid.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	<p>Bidder shall submit in ORIGINAL and copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub Clause - 21.2.</p>
--	------	--

	22.2	<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 ITB - 24.
	22.3	If all envelopes are not sealed and marked as required by ITB - 22.2 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
23 Deadline for Submission of Bids	23.1	Bids shall be received by the Procuring Agency not later than the date and time specified in the BDS .
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB - 9 , in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
1. Late Bids	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB - 23 .
	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
2. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB - 22 .

E. OPENING AND EVALUATION OF BIDS

<p>3. Opening of Bids</p>	<p>26.1</p>	<p>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.</p>
	<p>26.2</p>	<p>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.</p>
	<p>26.3</p>	<p>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.</p>
	<p>26.4</p>	<p>Deleted</p>
	<p>26.5</p>	<p>The envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.</p>
	<p>26.6</p>	<p>Deleted</p>
	<p>26.7</p>	<p>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.</p>
	<p>26.8</p>	<p>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.</p>

	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB - 24.
	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In this case of Single Stage Two Envelope Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB - 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.
	28.3	The alteration or modification in THE BID which may affect the following parameters will be considered as a change in the substance of a bid: 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: 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	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: -

		<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> (b) <i>Furnish required information concerning the number of its employees;</i> (c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i>

	29.5	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.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB - 22, to confirm that all requirements specified in Section -V "Schedule of Requirements, Technical Specifications" of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with ITB - 29, it shall reject the Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - 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;

		<p>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</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p>
	31.2	The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB - 18.9 .
32. Conversion to Single Currency	32.1	Deleted
	32.2	Deleted
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB - 29 .
	33.2	<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>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>
	33.3	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

	33.4	<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB - 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB - 32.5:</p> <ul style="list-style-type: none"> a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; f) the projected operating and maintenance costs during the life of the equipment; g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the TBS and/or in the Technical Specifications.
	33.5	Deleted
	33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS .
34. Domestic Preference	34.1	Deleted
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. Post-qualification of Bidder and/or Abnormally	36.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the

<p>Low Financial Proposal</p>		<p>post-qualification of the Bidder using only the requirements specified in the BDS.</p> <p>In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p>
	<p>36.2</p>	<p>Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and</p> <p>(e) An abnormally low Bid means, in the light of the Procuring Agency’s estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p>

		<ul style="list-style-type: none"> (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government or development partner-funded.
	36.3	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid, is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB - 13.3.
	36.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB - 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	<p>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.</p> <p>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.</p>
	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

37. Criteria of Award	37.1	<p>Subject to ITB - 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <p style="text-align: center;">a) eligible in accordance with the provisions of ITB - 3;</p>
------------------------------	------	--

		<p>b) is determined to be qualified to perform the Contract satisfactorily; and</p> <p>c) Successful negotiations have been concluded, if any.</p>
38. Negotiations	38.1	<p>Negotiations may be undertaken with the Most Advantageous Bidder relating to the following areas:</p> <p>(a) a minor alteration to the technical details of the statement of requirements;</p> <p>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</p> <p>(c) a minor amendment to the special conditions of Contract;</p> <p>(d) finalizing payment arrangements;</p> <p>(e) delivery arrangements;</p> <p>(f) the methodology for provision of related services; or</p> <p>(g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	38.2	<p>Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.</p>
39. Procuring Agency's Right to reject All Bids	39.1	<p>Notwithstanding ITB - 37, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.</p>
	39.2	<p>Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.</p>
	39.3	<p>The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.</p>
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	<p>Deleted</p>
41. Notification of Award	41.1	<p>Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.</p>
	41.2	<p>Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that</p>

		the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB - 43 and signing of the contract in accordance with ITB- 42.2 .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB - 43 , the 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 Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	<p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ol style="list-style-type: none"> a. certified cheque, cashier's or manager's cheque, or bank draft; b. irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; c. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or d. surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>

	43.3	Failure of the successful Bidder to comply with the requirement of ITB - 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	The advance payment will not be provided in the case
	44.2	Deleted
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. 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.
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 evaluation report.
	48.3	In case, the complaint is filed against the evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	The complainant may raise the objection on any part of the evaluation report in case where single stage one envelope bidding procedure is adopted.
	48.5	The GRC, 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 bid 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/ authorized representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	49.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the 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 (BDS)

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
-------------------------	---------------	---

A. Introduction

1.	1.1	<p>Name of Procuring Agency: 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.</p> <p>The subject of procurement is:</p> <p>Supply of Security Surveillance Equipment with its Commissioning at Site as given in Section-V "Schedule of Requirement" of Tender Document.</p> <p>Period for Delivery of Goods: 30 days after issuance of Purchase Order.</p> <p>Commencement Date for Delivery of Goods: The commencement date will be reckoned from the date of placing of Purchase Order upon the Firm/Contractor.</p>
2	2.1	<p>Financial year for the operations of the Procuring Agency: 2024-25</p> <p>Name of Project: Supply of Security Surveillance Equipment and its commissioning as given in Section-V "Schedule of Requirement" of Tender Document.</p> <p>Name of financing institution: Procuring Agency's own resources</p> <p>Name and identification number of the Contract: No. TNCB-15/SE/CFPP/JPCL/2024-25</p>

3.	3.1	Joint venture, consortium or association <i>NOT ALLOWED</i>
4.	3.2/3.6	Eligible Bidders have the same meaning as per ITB 3.
5.	4.1	Ineligible country(ies) is or are <i>India and Israel</i>

B. Bidding Documents

6.	7.2	The number of documents to be completed and returned is One original and two (02) certified copies of original
7.	8.1	The address for clarification of Bidding Documents is Project Director PIU Jamshoro Coal Fired Power Project. Jamshoro Power Company Limited (JPCL) Mohra Jabal, Sehwan Dadu Road Jamshoro Email: pdpiu@jpcl.com.pk Telephone: +92 (22) 9213744
8.	9.2	Amendment of bidding document: The PA reserves right to amend the Tender Document in the light of clarifications/comments received from the Bidders and will give reasonable time to bidders to attend the addendum. Any Addendum/Amendment will be placed/uploaded at the JPCL website.

C. Preparation of Bids

9.	10.1	The Language of all correspondences and documents related to the Bid is: English
10.	11.1 (f)	In addition to the documents stated in ITB-11, the necessary Documents/Certification/Authorization if desired by the Government Agencies must be included with the Bid.
11.	12.3 (c)	Other procurement specific documentation requirements are: Profile of the firm/ company, etc.
12.	12.4	The bidder shall also furnish a list of necessary accessories to be supplied along with required Equipment.
13.	13.3 (b)	The Qualification Criteria required is mentioned at "Section V Sub-section- 3 Qualification Criteria
14.	15.6 (a-iii) (a-iv)	The supply will be delivered and installed at CFPP Jamshoro as per requirement of security followed by the orientation of personnel at site on Operational Systems of the equipment

15.	15.8	The price shall be fixed throughout the performance of the supply under the Purchase Order.
16.	16.1 (a)	The currency of the Bid shall be: Pakistani Rupee
17.	17.1	The Bid Validity period shall be: Sixty (60) days from the date of opening of Bid.
18.	18.1	The amount of Bid Security shall be: 5% of the Bid price in favor of Chief Executive Officer, Jamshoro Power Company Limited and attached with Proposal
19.	18.3	The Bid Security shall be in the form of: CDR (Call Deposit Receipt), Pay Order, or Bank Guarantee.
20.	19.1	Alternative Bids to the requirements of the Bidding Documents will not be permitted.
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: Authority Letter of the Bidder, CNIC No., Cell. No. Address and the identification deemed necessary by the Procuring Agency.

D. Submission of Bids

23.	22.2 (a)	Bid shall be submitted: Office of Project Director PIU, Jamshoro Coal Fired Power Project, Mohra Jabal, Dadu Road, Indus Highway, Jamshoro, Sindh-Pakistan
24.	22.2 (b)	Title of the subject Procurement or Project name: Procurement of Security Surveillance Equipment with its Commissioning at site, as given in Section-V "Schedule of Requirement" of Tender Document ITB title and No: BID NO. TNCB-15/SE/CFPP/JPCL/2024-25 Time and date for Collection of Tender Document: From Friday, 14-03-2025 to Friday, 04-04-2025 during office hours.
25.	23.1	The deadline for Bid submission is 1. Day: <i>Monday</i> 2. Date: 07-04-2025 3. Time: 12:00 Hrs.

E. Opening and Evaluation of Bids

26.	26.1	<p>The Bid opening shall take place at: <i>JPCL Conference Room, 1st Floor, Main Admin Building TPS, Mohra Jabal, Dadu Road, Indus Highway, Jamshoro.</i> <i>Day: Monday</i> <i>Date: 07-04-2025</i> <i>Time: 12:30 Noon</i></p>
27.	26.6	<p><i>The Procuring Agency will open the Proposal(s) in public at the specified address, date and time in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings.</i></p>
28.	33.5 (b)(i)	<p>Delivery schedule. <i>30 days from the date of placement of Purchase Order</i></p>
29.	33.5 (d)	<p>Cost of spare parts: <i>The mandatory Spare parts which included in the package (If any) as per market practice will be provided free of cost</i></p>
30.	33.5(e)	<p>Spare parts and after sales service facilities in Pakistan: <i>Mandatory Spare parts and after sales service facilities in Pakistan shall be available for, at least, three (03) years from the date of installation.</i></p>
31.	33.5 (f)	<p>Warranty <i>Standard Warranty as per Manufacturer or as per Market practices which one be higher, will be provided free of cost.</i></p>
32.	33.5 (g)	<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>
33.	33.5 (h)	<p>Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications:</p> <p><i>The evaluation shall be carried out only on Least Cost Based Selection (LCBS), the Cost offered in the "Form of Bid Price" given in Section VI-Standard Forms, shall be considered in financial evaluation and determination of "the Most Advantageous Bidder"</i></p>
34.	34.1	<p><i>The margin of Domestic preference will not be granted as Tender is on National Competitive Bidding (NCB)</i></p>

35.	35	<p>Evaluation Techniques/criteria [Least Cost Based Selection (LCBS)]</p> <p>i) <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.</i></p> <p>ii) <i>Minimum qualifying score/weightage for the “qualification criteria” is set as 50 out of 100 score in each category. Failure to such qualification will render the bidder ineligible or disqualified.</i></p> <p>iii) <i>100% conformity to “eligibility criteria” and “technical specifications are mandatory”.</i></p> <p><i>The bids of the bidders who qualify the 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”.</i></p> <p>iv) <i>The evaluated substantial responsive bidder who offered the lowest Price as per Scope of Supply on “Form of Bid Price” shall be declared as the “Most Advantageous Bidder” as defined or described in prevailing PPRA Rules.</i></p> <p>Evaluation of the Proposals:</p> <p>v) <i>The evaluation committee shall evaluate the Bid Proposals. The bidder, who qualifies the Eligibility Criteria will be considered for further qualification evaluation, failure to such qualification will render the bidder ineligible or disqualified.</i></p> <p>vi) <i>The Evaluation of eligible bidders will be based on conformity with each category of qualification criteria. The quoted rates will also be read out and comparative statement will be chalked-out and procuring agency also evaluate the quoted rates of the proposals which must be complete and without computational errors. The bidder who offers lowest price against all or any item, on “Form of the Bid Price” shall be declared as (the “Most Advantageous Bidder” for the respective item(s) as defined/ described in prevailing PPRA Rules. However, the rule 38-B (1)(d) of PPRA shall prevail if there is single responsive bid subject to the PA’s satisfaction on rate reasonability.</i></p>
-----	----	---

37.	36.1	<p>Post Qualification: <i>Parameters set out in Qualification Criteria shall be sustainable and maintainable throughout execution of the contract.</i></p>
-----	------	--

F. Award of Contract

38.	43.1	<p>The Performance Security (or guarantee) shall be: <i>The amount (in PKR) equal to 10% of the Contract value will be obtained as Performance Security (or Guarantee)</i></p>
39.	43.2	<p>The Performance Security (or guarantee) shall be in the form of: <i>CDR /Bank Guarantee</i></p>
40.	44.1/44.2	<p>No any Advance Payment shall be allowed in this case</p>

G. Review of Procurement Decisions

41.	47.1	<p>The address of the JPCL <i>Office of the Chief Executive Officer, Mohra Jabal, Dadu Road, Jamshoro</i></p> <p>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></p>
42.	49	<p>Mechanism of Blacklisting: <i>The mechanism of Blacklisting has the same meaning as per ITB -49 and shall be applicable.</i></p>

SECTION IV. ELIGIBLE COUNTRIES

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

SECTION V. SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

1. **SCHEDULE OF REQUIREMENT (Scope of Supply)**
2. **ELIGIBILITY CRITERIA**
3. **QUALIFICATION CRITERIA**

1. SCHEDULE OF REQUIREMENTS

The delivery schedule expressed in days or months stipulates hereafter a delivery date which is the date of delivery at CPT Jamshoro followed by training of JPCL personnel on Operational Systems of the equipments at project site.

TECHNICAL REQUIREMENT:

Scope of Supply:

The following equipment to be supplied with Commissioning:

Item No.	Nomenclature	Quantity	Quoted Price
1.	<p>Walk Through Gate <u>Specification:</u> Detection Zones: 6 independent zones for accurate localization of metal objects. Sensitivity Levels: Each zone has 100 adjustable sensitivity levels, allowing customization based on security needs. Display: Equipped with a 3.5-inch LCD for clear visual information. Alarm System: Synchronous sound and LED alarms provide immediate alerts upon detecting metal. Counting Function: Integrated counters track the number of people passing through and the number of alarms triggered. Safety: Constructed with fire-retardant materials and designed to be harmless to the human body.</p>	02	
2.	<p>UVIS Customized a) Capable of checking parts of various vehicles b) Can quickly and accurately identify the threat/ contraband/ explosive material attached under the vehicle c) Can generate area scan image and line scan image simultaneously and real time uploading images for both scan technologies. <u>Specification:</u> Embedded screening parts: Camera: Sensor: line scan CCD Resolution: >= *2048 pixels Power Supply: 24VDC, 3A Light Source= 50000 h</p>	01	

	<p>Illumination: LED, Vehicle Speed <= 30Km/h Loading weight >= 30 tons Storage Temperature Range -25 degree to +70 degree Scan rate= 18 KHz</p> <p>Controller: Input: 2 channels induction coil Output: 1 Channel Communication port: RS 485, Ethernet(Optional)</p> <p>System Host: CPU: 2.4GHz or higher Graphics: Inter(R) Gen 5.0 Integrated Graphics Engine or equivalent Hard Disk: Hard Disk 500GB / SSD or equivalent Dual LAN (At least one Gigabit) Monitor: 22 inch LCD, resolution up to 1920*1080 minimum Scene Video Record: 4 channel,</p>		
3.	<p>Drone Specification;</p> <p>Battery: standard battery Camera: 1/1.3" CMOS, 48MP, 4K/60fps HDR, 10-bit D-Log M & HLG Flight Time: 34 min (Std Battery), 45 min (Plus Battery) Transmission Range: Up to 20 km Obstacle Avoidance: Omnidirectional sensors Max Speed: 16 m/s Wind Resistance: 10.7 m/s Smart Features: Active Track 360°, Waypoint Flight, Advanced RTH, Cruise Control</p>	01	

IMPORTANT NOTE:

Equipment:

The equipment will be supplied of given specifications or better quality in consideration with Market availability.

Warranty:

Standard Warranty as per Market practices

Equipment Training/Orientation:

The successful Bidder will arrange to provide the essential Introductory Training/Orientation to the staff concerned on working principle/operability of the equipment free of cost, during its Commissioning phase.

2. ELIGIBILITY CRITERIA

[Bidder must be responsive in all categories described in the eligibility criteria. Non-compliance 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-01 (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 No. 8 of these Bidding Documents, at the date of submission of the Bid or thereafter.	Declaration / Undertaking as per form -08
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 No. 8 of these Bidding Documents	Declaration / Undertaking as per form -8

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-01 (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 No. 5 of these bidding documents.	Declaration in Form-05
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-01 (Letter of Technical Proposal)

3. QUALIFICATION CRITERIA

Cat. #	Description/Items	Conformance
1	Relevant Experience	Pass/Fail
	<p>a. The bidders /firms /Manufacturers / Distributors / Suppliers who have successful experience of at least one (01) year of general order supply to Govt/Private organizations.</p> <p><i>(As evidence, the Incorporation Certificate/FBR Registration Certificate/Any other relevant Certificate must be provided)</i></p> <p>b. The bidder that has successful experience of supplying Security Surveillance Equipments to at least two (02) organizations in Pakistan.</p> <p><i>(As evidence, the relevant copies of Purchase/Supply Orders or the Receipts or Certificates from the Clients must be provided)</i></p>	<p>100% Conformance will be treated as Pass, otherwise Fail</p>
2	Financial Position	Pass/Fail
	<p>During last two years, the bidders must possess Turnover of PKR 2,000,000/-</p> <p><i>(As evidence, the relevant copies of Financial Statement or Bank Statement duly verified by the Auditor/Bank must be provided)</i></p>	<p>100% Conformance will be treated as Pass, otherwise Fail</p>
<p>Note: <i>The bidder must PASS in each category (1 & 2 above), to qualify for the bid]</i></p>		

SECTION VI: STANDARD FORMS

Table of Forms

- 1. Form of Bid**
- 2. Bidder Information Form**
- 3. Price Schedule: Form of Bid Price**
- 4. Form of Bid Security**
- 5. Pending Litigation**
- 6. Specific Experience (Summary Sheet)**
- 7. Power of Attorney**
- 8. Undertaking of Eligibility / Non-Blacklisting**
- 9. Average Annual Turnover**

1. Form of Bid

Date:

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents (TNCB-15/SE/CFPP/JPCL/2024-25, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *[Supply of Security Surveillance Equipment]* in conformity with the said Bidding Documents for the sum of *[total Bid Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

We are hereby confirming [Jamshoro Power Company Limited], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

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

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

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

We agree to abide by this Bid for the Bid Validity Period specified in **ITB 17.1 & BDS 17**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

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

Dated this _____ day of _____ 20_____.

(Name) _____

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. 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]

Tender No.: TNCB-15/SE./CFPP/JPCL/2024-25

Page _____ of _____ pages

1. Bidder's Name [insert Bidder's legal name]
2. JV is not allowed in this case.
3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]
4. Bidder's year of registration: [insert Bidder's year of registration]
5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above or FBR registration or certificate from any relevant Authority <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency

3. Price Schedule Form/ Form of Bid Price

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

The bidder who offers lowest price against all or any item, on this “Form of the Bid Price”, shall be declared as (the “Most Advantageous Bidder” for the respective item(s))

Item No.	Nomenclature	Quantity	Quoted Price in PKR		
			Price	18% GST	Total Price
1.	Walk Through Gate	02			
2.	Under Vehicle Inspection System (UVIS)	01			
3.	Drone	01			
Total Price					

Note: The quoted rates are inclusive of transportation, installation, Commissioning, Orientation/standard warranty etc. and all tax / duties.

4. 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: Jamshoro Power Company Limited

No.: [TNCB-15/SE/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,]* (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)] & Stamp

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

5. 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

6. Specific Experience (Summary Sheet)

Bidder's Legal Name:

Date:

Fill up the summary sheet of Past experience of Supply of Security surveillance equipment

Sr #	Name of Client	Location of Client	Brief Detail of Surveillance Equipment	Quantity	Order Date	Supply date

Note: The evidence of the experience must be attached to justify the Qualification criteria mentioned in Section V

7. Power of Attorney

{The Bidder shall attach original affidavit duly authenticated by the relevant government agency on stamp paper of 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

2 Signature

Name:

Name:

Address:

Address:

CNIC/Passport
No.

CNIC/Passport
No.

8. Undertaking of Eligibility/ Blacklisting

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

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-15/SE/CFPP/JPCL/2024-25

Very truly yours,

[Name of authorized signatory] [Signature of authorized signatory]

Witnesses

1 Signature

Name:

Address:

CNIC/Passport
No.

2 Signature

Name:

Address:

CNIC/Passport
No.

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:
			a) “Authority” means Public Procurement Regulatory Authority.
			b) The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
			c) The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d) The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			e) “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the Contract.
			f) “Country of Origin” means the countries and territories eligible under the PPRA Rules, 2004 and its corresponding Regulations as further elaborated in the SCC .
			g) The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h) The “Contract Quantity” means itemized <i>security surveillance equipment as per Scope of Supply given in Section V- Schedule of Requirement</i> .
			i) “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
			j) “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

		k)	“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 3 .
		l)	“Part Supply of Contract Quantity” means
		m)	“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.
		n)	“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.
		o)	“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 affect delivery as specified in the SCC.
		q)	“SCC” means the Special Conditions of Contract.
		r)	“Supplier” means the individual private or government entity or a combination of the above who’s 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.
		s)	“Project Name” means the name of the project stated in SCC.
		t)	“Day” means calendar day.
		u)	“Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		v)	“End User” means the organization(s) where the goods will be used, as named in the SCC.
		w)	“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.
			x)	<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 Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
			y)	<p>“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.</p>
			z)	<p>“Supplier’s Bid” is the completed Bid document submitted by the Supplier to the Procuring Agency.</p>
2.	Application and interpretation	2.1		These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to 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.
			The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Letter of Acceptance (3) Special Conditions of Contract, (4) General Conditions of Contract (5) Certificate of Contract Commencement (6) Specifications (7) Supplier’s Bid, and (8) 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: a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a Certificate of Contract Commencement, which shall confirm the start date.

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	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan.
6.	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest version issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
8.2		The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.	
8.3		Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if required by the Procuring Agency.	

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

		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
11. Inspections and Test		11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	Deleted
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract or the Applicable Law.
12. Packing		12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.
		13.2	Deleted
		13.3	Documents to be submitted by the Supplier are specified in SCC.
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15.	Transportation	15.1	Deleted
		15.2	Deleted
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
		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 supplied Goods.
		16.2		Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	Spare Parts	17.1		As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a)	Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			b)	In the event of termination of production of the spare parts:
			i)	advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
			ii)	following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
18.	Warranty/ Defect Liability Period	18.1		The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring

			Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.

		19.3	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.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21.	Change Orders	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 , make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided or the Goods to be supplied by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or

			both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	Contract Amendments	22.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	Sub-contracts	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC Clause 5 .
25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

		25.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, 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 27 .
27.	Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 25 ; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

			f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
			g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
			h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause:	
			“ Corrupt and Fraudulent Practice ” means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.	
		27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 27.1 , 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.	
28.	Termination for Force Majeure	28.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27 , neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract if such delay or failure is a result of an event of Force Majeure. 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.
		28.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29.	Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30.	Termination for Convenience	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:
			a) To have any portion completed and delivered at the Contract terms and prices; and / or
			b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and

			Services and for materials and parts previously procured by the Supplier.
31.	Dispute Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to a sole arbitrator that shall be appointed by mutual consent of both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named, and at the place shown in the SCC.
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named, and in the place shown in the SCC.
33.	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should 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 both parties.
34.	Limitation of Liability	34.1	Except in cases of gross negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 9:
		a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and

			b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide 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 .
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for All Taxes, Duties, License Fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
		36.4	The applicable Withholding Income Tax will be deducted in accordance with the relevant provisions of the Income Tax Ordinance, 2001 (as modified, amended, supplemented, or restated from time to time). Such deduction shall be at the rate prevailing at the time of payment in the light of Supplier's status as a filer or non-filer/ active or non-active/ firm or individual/ resident or non-resident etc., as available on the FBR's portal at the time of each payment. The Supplier shall keep the Procuring Agency informed about its status to facilitate the tax applicability.

**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 (d)	Commencement Date: The date Purchase Order is issued
	1.1 (f)	Country of Origin: The ineligible countries are India and Israel
	1.1 (m)	The Procuring Agency is: <i>Jamshoro Power Company Limited (JPCL) at Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro</i>
	1.1 (p)	Intended Delivery Date: Within 30 days after Commencement Date which will be reckoned from the date of issuance of Purchase Order.
	1.1(r)	The Supplier is: <i>The most Advantageous Bidder who offers the lowest bid price and qualify the criteria of eligibility, qualification and technical responsiveness.</i>
	1.1(s)	The title of the subject procurement or The Project is: Supply and commissioning of Security Surveillance Equipment as given in Section-V "Schedule of Requirement" of Tender Document.,
	1.1 (v)	End User: <i>Jamshoro Power Company Limited (JPCL)</i>
2.	3.1	Submission of PG in Form: PG will be in form of Bank Guarantee, CDR/Pay Order in favour of Chief Executive Officer, <i>Jamshoro Power Company Limited (JPCL)</i> , Jamshoro.
	Governing Language (GCC 4)	
3.	4.1	The Governing Language shall be: <i>English</i>

4.	10.1	Performance Security (or Guarantee) GCC 10 <i>The amount (in PKR) equal to 10% of the Contract value will be obtained as Performance Security (or Guarantee)</i>
	10.4	PG shall remain valid and in effect till the performance of the contract obligations up to warranty period and will be discharged within 30 days.
Inspections and Tests (GCC 11)		
5.	11.1	Inspections and Tests: <i>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 Equipment and functional tests on commissioning of the Equipment</i>
Delivery and Documents (GCC Clause 13)		
6.	13.3	Delivery and Documents: Upon delivery of the Equipment, the Supplier shall notify the Procuring Agency and provide the following documents to the Procuring Agency: <ol style="list-style-type: none"> 1) operational Manuals, Literature, Brochures, Spares if applicable 2) delivery note/challan; 3) manufacturers or Supplier's warranty certificate (Applicable); 4) inspection certificate issued by the committee nominated by Procuring Agency
Insurance (GCC Clause 14)		
7.	14.1	The Insurance shall be at the will of the Supplier from "warehouse" to "warehouse" on "All Risks and Cost" basis, including War Risks and Strikes during inland transportation.
Related Services (GCC Clause 16)		
8.	16.1	Related services to be provided are: <i>Training/Orientation on Operational Systems of the Equipments to the JPCL Personnel, free of cost and its cost shall be included in the Contract Price</i>

	Spare Parts (GCC Clause 17)	
9.	17.1	Spare Parts: <i>The mandatory Spare parts which included in the package (If any) as per market practices, will be provided free of cost</i>
	Warranty (GCC Clause 18)	
10.	18.2	Warranty/Defects Liability Period: <i>Standard Warranty as per Manufacturer's Manual or as per Market practices which will be higher, will be provided free of cost</i>
11.	18.4 & 18.5	The period for correction of defects in the warranty period is: The supplied equipment should be under on-site warranty against all types of defects from the date of handing over of the product to the JPCL. Any defects found in the equipment 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 or as mutually agreed to, shall be carried out free-of-cost. This includes replacement of all parts and any number of break down call during the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within 72 <i>hours</i> of notification.
	Payment (GCC Clause 19)	
12.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: The contractor should submit the bill after completion of supply and submission of report from the Chief Engineer/PD or Manager Security as case may be, that the supply has been made satisfactorily and as per specification of P.O. The Payment to the Supplier /Contractor will be made subject to Satisfactory commissioning of equipments and upon submission of required documents. Invoice for payment: a) Commercial Invoice b) Sales Tax Invoice c) Warranty Certificate The payment will be made after deduction of all applicable taxes /duties through cross cheque by JPCL.

13.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be: one (01) month KIBOR (<i>ask</i>) plus 1%
	19.4/19,5	Payment Currency: <i>The payment will be made in PKR</i>
Prices (GCC 20)		
14.	20.2	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. [<i>To be inserted only if price is subject to adjustment.</i>] [Not Applicable]
Liquidated Damages (GCC Clause 26)		
15.	26.1	Applicable rate: <i>0.1 percent per day on the value of undelivered item</i> Maximum deduction: Equal to the Performance Security.
16.	27 (c)	Performance Security Submission Time: Within 28 days from the issuance of Letter of Acceptance (LOA)
17.	32.1	Procedure for Dispute Resolution: Dispute resolution as per laws of Arbitration in Pakistan
	32.3	a): For Contracts to be entered with foreign Contractors/ Service Provider: <i>[Not Applicable]</i> b) For Contracts to be entered with nationals of Pakistan: 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract—whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in

		<p>good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <p>At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of both parties.</p> <p>2. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both parties. The Arbitration shall take place in Karachi and proceedings will be conducted in English language.</p> <p>3. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of good</p> <p>4. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier</p>
18.	34.1	<p>Indemnification against Loss to Facility/ Property/ Equipment/ Infrastructure of the Procuring Agency</p> <p>1. The Supplier shall indemnify and hold harmless the Procuring Agency and its personnel against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <p>(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Supplier’s performance under this Contract unless attributable to any negligence, wilful act or breach of the Contract by the Procuring Agency or its personnel; and</p> <p>(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of the Supplier’s performance under this Contract and is attributable to any negligence, wilful act or breach of</p>

		<p>the Contract by The Supplier or its Personnel, agents, subcontractors, or anyone directly or indirectly employed by any of them.</p> <p>2. If any loss or damage happens to the Procuring Agency's facility, property, equipment, or infrastructure, as a result of any negligence, wilful act or breach of the Contract by the Supplier or its personnel, agents, subcontractors, or anyone directly or indirectly employed by any of them, the Supplier shall rectify the loss or damage at its own full risk and cost, so that the facility, property, equipment, or infrastructure as the case may be are in the same condition as prior to the loss or damage caused by the Supplier.</p>
19.	35.1	<p>Procuring Agency's address for notice purposes: Project Director (PIU), 660MW CFPP, Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro</p> <p>Supplier's address for notice purposes: <i>[same as provided by bidder in "Bidder's Information Form" by the most Advantageous Bidder]</i></p>

SECTION IX: CONTRACT FORMS

Performance Security (or guarantee) Form

To: *Jamshoro Power Company Limited*

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]