WATER & POWER DEPARTMENT, GILGIT-BALTISTAN

Procurement of Annual Maintenace Essentials for FY-2025-26

Single Stage-Two Envelope (SSTE) Bidding Procedure



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INVITATION FOR BIDS



GOVERNMENT OF GILGIT-BALTISTAN OFFICE OF THE EXECUTIVE ENGINEER WATER & POWER DEPARTMENT GBHEW DIVISION GILGIT



No.: EE(GBHEW)/W&P/Main-1(03)/2024-25/-1199

Date: 3rd June 2025.

INVITATION FOR BIDS

- The Water & Power Department, Gilgit-Baltistan (the "Purchaser") has applied for a credit from the GoGB towards the cost of Purchase of Annual Maintenance Items/Material for the Financial Year 2025-26 in various lots and it is intended that part of the proceeds of the credit will be applied to eligible payments under various Contracts for the said assignment. Bidding is open to all eligible Bidders.
- The Purchaser invites sealed bids, under Single Stage-Two Envelope (SSTE) bidding
 procedure, from eligible firms or persons as defined in the bidding documents. The bidding is
 open to National Competition as per policy of the government.
- Eligible Bidders may obtain further information, inspect and acquire the Bidding Documents from the Office of the Purchaser, at:

Executive Engineer (GBHEW) Division, Water & Power Department Complex, Near KIU, Gilgit.

or may also inspect on the following websites:

- i. www.wpdgb.gov.pk.
- ii. www.gbppra.gov.pk
- A complete set of Bidding Documents may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of Rs.12000/-
- 5. All bids must be accompanied by a Bid Security in the amount and form, as specified against each lot in the respective bidding documents in favor of Purchaser and must be delivered to the above address at or before 1100 hours, on 25th June 2025. Bids will be opened at 12:00 hours on the same day, in the presence of Bidder's representatives who choose to attend at the same address.

W&P Department GBNEW Division

Gilgit

Distribution

- 1. The Secretary W&P Department Gilgit-Baltistan.
- 2. The Chief Engineer W&P Department Gilgit Region.
- 3. The Superintending Engineer Circle Office W&P Deptt. Gilgit.
- 4. The Deputy Director GBPPRA Gilgit. {with the request to publish on official website please}
- 5. Office Notice Board.
- 6. Office Copy.



Dated: 3rd June, 2025

گورنمنٹ آف گلگت بلتستان از و فتر ایگز کیٹیوانجیئر مرکز میں میں میں است

واشرايند پاور ذيبار شمنك جي بي ايج اي ذبليو دُويژن ملكت_

No. EE(GBHEW)/W&P/Main-1(03)/2024-25/1197

نمين*ڈر*نوٹس

خریداراہل فرمزیاافراد (حبیباکہ ٹینڈروستاویزات میں درج کرویا کیاہے) ہے سنگل اسٹیج ۔ والفافوں کے طریقہ کار کے تحت مہربند ٹینڈر کی وعت دیتا ہے ۔ حکومت پاکستان کی پالیسی کے ۔ - مطابق یہ ٹینڈر قومی سطح پر تمام اصل افراد اور فرمز کے لیے کھلاہے

-اہل افر او / فرمز مزید معلومات حاصل کرنے ، نمینڈر دوشاویزات کامعائد کرنے اور انہیں حاصل کرنے کے لیے درج ذیل دفترے رابط کر سکتے ہیں

الميزيكثوا فجيئر،

(GBHEW) ניבלטי

محكمه ماني و بجلى، زو قراقرم انثر ميشنل يو نيورش،

۔ گات

یادرج ذیل دیب سائٹس پر بھی ٹینڈر و شاویزات کامعائد کیا جاسکتاہے

www.wpdgb.gov.pk

www.gbppra.gov.pk

شیندر کی ممل دستاویزات ایک تحریری درخواست اور 12000 روپے کی نا قابل والی فیس ادا کیگی پر ند کورود فترے حاصل کی جاستی ہیں۔

تمام بذرے ساتھ مینڈرسکیورٹی لازمی مسلک کرے (جیباکہ متعلقہ نمینڈروستاویزات میں درج ب)اورانیس 25جون 202،00،201 بج صبح تک مندرجہ بالا پتے ہج مح کراناہوگا۔ نمینڈراسی دن دو پیر 12:00 بج کھولے جائیں گے ،اوروہ نمائندگان جوشرکت کے خواہشند ہوں،اوین فینڈرک وقت موجود ہو سکتے ہیں۔

والرايند پاور دريار منث جي بي ايجاي د بليودويون

گلت ـ

ئسٹريبيوشن:

1- جناب سیکرینری وافرایند پاور ؤیپار نمنٹ کلگت بلتتان۔ 2- جناب چیف انجیئر وافرایند پاور ڈیپار قمنٹ کلگت ریجن۔ 3- جناب پر نشید نیک انجیئر سر کل آفس وافرایند پاور ڈیپار قمنٹ کلگت۔ 4- جناب ڈیڈی ڈائر کیکٹر تی اب اِلی اِلی آرائے، کلگت۔ 5- آفس نوٹس بورڈ۔

6- آ فس کا بی۔

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the Contract is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Purchaser as defined in the Bidding Data hereinafter called "the Purchaser" wishes to receive bids for the supply of Engineering Goods as described in these Bidding Documents, and summarised in the Bidding Data hereinafter referred to as the "Goods".
- 1.2 The successful Bidder will be expected to supply the Goods within the time specified in the Bidding Documents.
- 1.3 All Goods to be supplied under the Contract shall have as their country of origin an eligible country as per Appendix-A to Bid.
- 1.4 For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants.
- 1.5 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 1.6 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
- 1.7 The bidding is open to National/International Competitive Bidding as indicated in the Bidding Data.

IB.2 Source of Funds

2.1 The Purchaser has applied for/received a loan/credit from the source (s) indicated in the Bidding Data in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this loan/credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all Bidders meeting the following requirements:
- a. A Bidder having the nationality of an eligible country in accordance with Appendix A to Bid.

b. Duly prequalified / enlisted with the Purchaser.

IB.4 One Bid per Bidder

4.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.20) will be disqualified.

IB.5 Cost of Bidding

5.1 The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The Bidders are advised to visit and inspect the Location of Delivery and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a Contract for Supply of Goods. All cost in this respect shall be at the bidder's own expense.
- 6.2 The Bidders and any of their personnel or agents will be granted permission by the Purchaser to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Purchaser, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
 - 1. Instructions to Bidders
 - 2. Bidding Data
 - 3. Form of Bid and Appendices to Bid
 - 4. Schedules to Bid
 - (i) Schedule A: Price Schedule for Goods to be offered from within the

Purchaser's country

(ii) Schedule B: Price Schedule for Goods to be offered from outside the

Purchaser's country

(iii) Schedule C: Manufacturer's Authorization

- (iv) Schedule D: List of Goods
- (v) Schedule E: Delivery and Completion Schedule
- (vi) Schedule F: Inspection and Tests to be carried out
- 5. General Conditions of Contract (GCC), Part-I
- 6. Particular Conditions of Contract (PCC), Part-II
- 7. Standard Forms
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Form of Advance Payment Security
- 8. Specifications....Special & Technical Provisions
- 9. Drawings
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.30, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective Bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification which he receives earlier than the time, stated in the Bidding Data, prior to the deadline for submission of bids. Copies of the Purchaser's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub--Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Purchaser.
- 9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may extend the deadline for submission of bids in accordance with Clause IB.24

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid as well as all correspondence and documents related to the bid exchanged by a bidder and the Purchaser shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

11.1 Each Bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder;
- (b) update the information indicated and listed in the Bidding Data and previously submitted with the prequalification documents which as a minimum, would include the following application for prequalification, and continue to meet the minimum criteria set out in the:
 - (i) Evidence of access to financial resources alongwith average annual turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Supply commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.
- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-C to Bid Method of Assuring Quality of Goods

Appendix-D to Bid List of Quality Control/Laboratory Equipment

Appendix-E to Bid List of Manufacturers / Subcontractors

and other pertinent information such as mobilization programme (under Appendix C to Bid) etc;

- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
 - (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
 - (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - (c) the partner-in-charge shall always be duly authorized to deal with the Purchaser regarding all matters related with and/or incidental to the supply of Goods as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
 - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Purchaser.
- 11.3 Bidders shall also submit proposals of supply and transportation methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 The Bidder shall submit the Form of Bid using the form attached herewith. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods, according to their origin as appropriate, using the forms furnished in Appendices to Bid along with Manufacturer, Sauthorization (on the format provided) in case the Bidder is not himself the manufacturer
- 12.3 Unless stated otherwise in the Bidding Documents (in Lots under Schedule D to Bid), the Contract shall be for the whole of the Goods as described in Sub-Clause 1.1 hereof, based on the unit rates submitted by the bidder.

- 12.4 The Bidders shall fill in rates and prices for all items of the Goods described in the Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Purchaser when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules.
- 12.5 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.
 - Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per Clause 17 of the General Conditions of Contract.
- 12.6 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 15 of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae if required under Sub-Clause 15.2 of General Conditions of Contract, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak rupees. A Bidder expecting to incur expenditures in other currencies for Goods supplied from outside the Purchaser's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the Bidder's option, entirely in Pak rupees provided always that a Bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with ITB 4, Bidders shall:

- (a) Provide the eligibility documents as per ITB Clause 3; and
- (b) If the Bidder is an existing or intended JV in accordance with ITB 4.1 and 11.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

IB.15 Documents Establishing the Eligibility of the Goods

15.1 To establish the eligibility of the Goods in accordance with ITB Clause 1-3, Bidders shall complete the country of origin declarations in the Price Schedule Forms, & Appendices to Bid.

IB.16 Documents Establishing the Conformity of the Goods to the Bidding Document

- 16.1 To establish the conformity of the Goods to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and be supplied conform to the specified requirements.
- 16.1 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods.
- 16.2 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Delivery and Completion Schedule, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Delivery and Completion Schedule of Supply.

IB.17 Documents Establishing the Qualification of the Bidder

- 17.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents.
- 17.2 If so required in the Bidding Data, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the appended form to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 17.3 If so required in the Bidding Data, a Bidder that does not conduct business within the Purchaser's Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

IB.18 Bid Validity

18.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.27.

In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.19 in all respects.

IB.19 Bid Security

- 19.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 19.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR in favour of the Purchaser valid for a period 28 days beyond the Bid Validity date.
- 19.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 19.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract Agreement.
- 19.6 The Bid Security may be forfeited:
 - (a) if the Bidder withdraws his bid except as provided in Sub-Clause 26.1;
 - (b) if the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 31.2 hereof; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.20 Alternate Proposals by Bidder

- 20.1 Should any Bidder consider that he can offer any advantages to the Purchaser by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed manufacturing methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 20.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Purchaser as the basis for the award of Contract to such Bidder.

IB.21 Pre-Bid Meeting

- 21.1 The Purchaser may, on his own motion or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- The Bidders are requested to submit questions, if any, in writing so as to reach the Purchaser not later than seven (7) days before the proposed pre-bid meeting.
- 21.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 21.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.22 Format and Signing of Bid

- 22.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 22.2 All Appendices and Schedules to Bid are to be properly completed and signed.
- 22.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 22.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them

- "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 22.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clauses 11.1(a) and 11.2 hereof. All pages of the bid shall be initialled and stamped by the person or persons signing the bid.
- 22.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Purchaser, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 22.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 22.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.23 Sealing and Marking of Bids

- 23.1 Each Bidder shall submit his bid as under:
 - (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed/identified as given in Sub- Clause 23.2 hereof.
- 23.2 The inner and outer envelopes shall:
 - (a) be addressed to the Purchaser 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
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 23.3 In addition to the identification required in Sub- Clause 23.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.25
- 23.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

IB.24 Deadline for Submission of Bids

- 24.1 (a) Bids must be received by the Purchaser at the address specified no later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 24.2 The Purchaser may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.25 Late Bids

- 25.1 (a) Any bid received by the Purchaser after the deadline for submission of bids prescribed in Clause IB.24 will be returned unopened to such bidder.
 - (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.26 Modification, Substitution and Withdrawal of Bids

- 26.1 Any Bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Purchaser prior to the deadline for submission of bids.
- The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.23 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

- 26.3 No bid may be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 26.1 and 31.2.
- 26.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.19.

E. BID OPENING AND EVALUATION

IB.27 Bid Opening

- 27.1 The Purchaser will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.26, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 27.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.26 shall not be opened.
- 27.3 The Bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening of bids.
- 27.4 Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 27.3.

IB.28 Process to be Confidential

28.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a Bidder to influence the Purchaser's processing of bids or award decisions may result in the rejection of such Bidder's bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.29 Clarification of Bids

29.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with Clause IB.32.

IB.30 Examination of Bids and Determination of Responsiveness

- Prior to the detailed evaluation of bids, the Purchaser will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 30.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Goods; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.31 Correction of Errors

- 31.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:
 - (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 31.2 The amount stated in the Form of Bid will be adjusted by the Purchaser 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 Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 19.6(b) hereof.

IB.32 Evaluation and Comparison of Bids

- 32.1 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.30.
- In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
 - (a) making any correction for errors pursuant to Clause IB.31;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies;
 - (c) making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria
- 32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 32.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser's estimate of the cost of Goods to be delivered under the Contract, the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Purchaser may require that the amount of the Performance Security set forth in Clause IB.37 be increased at the expense of the successful Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful bidder under the Contract.

IB.33 Post Qualification of the Bidder

- 33.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

IB.34 Award

- 34.1 Subject to Clauses IB.35 and IB.39, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 33.2.
- 34.2 The Purchaser, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

IB.35 Purchaser's Right to Accept any Bid and to Reject any or all Bids

- 35.1 Notwithstanding Clause IB.34, the Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.
- 35.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods originally specified in Delivery and Completion Schedules, provided this does not exceed the percentages indicated in the Bidding Data, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

IB.36 Notification of Award

- Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Purchaser will pay the Contractor in consideration of the delivery of Goods by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Purchaser may seek clarification in writing to

- clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.
- 36.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Purchaser and the Bidder till signing of the formal Contract Agreement.
- 36.3 Upon furnishing by the successful Bidder of a Performance Security, the Purchaser will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.37 Performance Security

- 37.1 The successful Bidder shall furnish to the Purchaser a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.37.1 or Clauses IB.38 or IB.40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.38 Signing of Contract Agreement

- Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Purchaser will send the successful Bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 38.2 The formal Agreement between the Purchaser and the successful Bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful Bidder from the Purchaser.

IB.39 General Performance of the Bidders

The Purchaser reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as reported by the purchasers of the previously awarded contracts, interalia, reject his bid and proceed in accordance with Rule 19 of the Publi Procurement Rules 2004 to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Goods.

IB.40 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-G to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.41 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.42 Margin of Preference

Unless otherwise specified in the Bidding Data, no margin of preference shall apply. [Domestic Preference shall be applicable in case of International Competitive Bidding as per policy of the government, in accordance with the procedure given in the Bidding Data.]

BIDDING DATA

Bidding Data

Instructions to Bidders

Clause Reference

1.1 Name and address of the Purchaser & Summary of Engineering Goods to be procured:

Water & Power Department Gilgit-Baltistan Annual Repair & Maintenance Material as specified in more detail in the Schedule to the Bid.

- 1.7 The bidding is open to *National competition* as per policy of the government
- 2.1 Source of Funding:

GoGB

3.1 Eligibile Bidders

In addition to the existing text, following sub-Clause is added.

- (c) The bidder must be enlisted with the PEC duly renewed for the Year 2024-25.
- 8.1 Time limit for clarification:

10 days

10.1 Bid language:

English

11.1 (b) Prequalification Information to be updated:

Not Applicable

11.1(c) Furnish Technical Proposal:

The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid meeting requirements for timely delivery of Goods i.e supply of Goods.

13.1 Currencies of Bid and Payment:

Pak Rupees

18.1 Period of Bid Validity:

182 days

19.1 Amount of Bid Security:

Pak Rs. 1.5 million or an equivalent amount in a freely convertible currency in the format of Bank Guarantee on bid security form provided or in the form of Deposit at Call in favour of the purchaser from a Scheduled Bank of Pakistan.

21.1 Venue, time, and date of the pre-Bid meeting:

Venue: GBHEW Division, near KIU, Gilgit.

Date: 20th June 2025.

Time: 1400 hrs.

22.4 Number of copies of the Bid to be completed and returned:

One original and One Copy

23.2(a) Purchaser's address for the purpose of Bid submission:

Office of the Executive Engineer (GBHEW) Division, Water & Power Department Complex, Near KIU, Gilgit.

23.2(b) Name and Number of the Contract:

"Purchase of Annual Maintenance Items/Materials for the FY 2054-26."

24.1(a) Deadline for submission of bids:

25th June 2025 11:00 am unless subsequently amended pursuant to Sub Clause 20.2.

27.1 Venue, time, and date of Bid opening:

Venue: Office of the Executive Engineer, GBHEW Division, Gilgit.

Date: 25th June 2025

Time: 12:00 hrs

- 33 Deleted and may be read as following:
 - i. The bidder shall submit a technical proposal and financial proposal as per SSTE relevant clauses of GB PPRA Rules.
 - ii. The technical bids shall be evaluated in accordance with the below mentioned criteria:
 - i. The relevant information shall be furnished on the applicable technical evaluation forms provided hereinafter.

A. General Experience (20 Marks)

1. Years of Registration (5 Marks Maximum)

a. **Calculation:** 1 mark awarded for each **completed** year of continuous registration up to the Bid Submission Date.

Note: Partial years are **not** counted.

- b. **Documentation Required:** Valid certificate of incorporation or business registration clearly indicating the registration date.
- c. Cap: Maximum 5 marks for 5 or more years of registration.

2. Type of Bidder (15 Marks Maximum)

- a. **Manufacturer (15 Marks):** Bidders who produce and supply the goods directly.
 - Must submit a valid factory license or manufacturing unit certificate.
- b. **Authorized Dealer (10 Marks):** Bidders holding a written dealership/distribution agreement from the original manufacturer, valid as of the Bid Submission Date.
- c. Non-Authorized Reseller (5 Marks): Bidders without formal authorization letters.

Evaluator Note: If a bidder qualifies under more than one category, the highest applicable score applies; bidders should choose the single category under which they wish to be evaluated.

B. Financial Soundness (40 Marks)

1. Credit Line (20 Marks Maximum)

- a. **Definition:** An officially sanctioned credit facility (overdraft, revolving credit, or letter of credit) from a Scheduled or Provincial Authorized Bank, valid as of the Bid Submission Date.
- b. **Scoring:** 1 mark per Rs. 2 million of confirmed credit line, up to 20 marks (i.e., Rs. 40 million or more).
- c. **Documentation:** Bank letter on official letterhead stating the facility type, amount, and expiry date (if any), signed by an authorized bank officer.

2. Monthly Working Capital (20 Marks Maximum)

- a. **Definition:** For each calendar month from **1 May 2024** to **30 April 2025**, the month-end balance in the bidder's current operating account.
- b. **Scoring Method:** Calculate the **lowest** month-end balance over the 12-month period as the bidder's Available Working Capital.
 - i. Award 20 marks for a minimum balance of Rs. 2 million or more.
 - ii. For balances below Rs. 2 million, apply **pro-rata**: Marks=20×(Minimum balance/2,000,000)

- iii. Round scores to two decimal places.
- c. **Documentation:** Complete set of bank statements covering 1 May 2024 to 30 April 2025, showing month-end balances. Statements must be in English or accompanied by a certified translation.

C. Technical Compliance (30 Marks)

1. Clause-by-Clause Compliance (24 Marks)

a. Each technical specification clause is weighted equally.

Total Clauses (e.g., 12): Each clause carries 2 marks.

- b. Full Compliance: 2 marks per clause if exactly met.
- c. **Partial Compliance:** 1 mark if within $\pm 5\%$ tolerance and supported by third-party test report (ILAC-accredited) demonstrating equivalence.
- d. **Non-Compliance:** 0 marks if outside tolerance or without valid equivalence evidence.

2. Supporting Documentation (6 Marks)

- a. Datasheets & Brochures (3 Marks): Completeness and clarity of manufacturer data.
- b. **Test Reports (3 Marks):** Third-party accredited laboratory reports demonstrating key performance parameters.

Evaluator Guidance: All evidence must be dated within the last 2 years. Documents in other languages must have certified English translations.

D. Approach and Methodology (10 Marks)

Sub-Section	Max Marks	Scoring Guidelines
1. Understanding of the Assignment	4	Clarity of objectives, alignment with bid requirements, identification of risks and mitigation strategies.
2. Proposed Organizational Structure	3	Completeness of team chart, roles/responsibilities, relevant experience of key personnel (CVs max 2 pages).
3. Source Selection & Supply Chain Strategy	3	Criteria for vendor selection, logistics planning, contingency planning, quality control measures.

- i. Word/Page Limits: Maximum 4 pages total (single-spaced, Arial 11pt).
- ii. Supporting Evidence: Org chart, brief CVs (max 2 pages each), supply-chain flowchart.

E. Minimum Qualification Threshold

Bidders must achieve an **overall score of at least 70 marks out of 100** to be deemed technically responsive and qualify for financial evaluation.

- 35.2 Percentage increase or decrease shall not exceed *Not Applicable*.
- 37.1 Standard form and amount of Performance Security acceptable to the Purchaser:

Unconditional on Demand Bank Guarntee on Standard Form amounting to 2.5 million from a Scheduled Bank of Pakistan.

Technical Evaluation Forms

Form Tech-I: Certificate of Incorporation / Business Registration

To be provided on Company Letterhead

1.	Certificate Number:		
2.	Date of Issuance:		-
3.	Company Name:		
4.	Registered Address:		_
5.	Principal Activity:		_
6.	Registration Authority:		_
7.	Validity Period (if applicab	ole):	
Autho	rized Signatory:		
Name:	Si	ignature:	_ Date:
Seal / S	Stamp:		

Form Tech-II: Bank Credit Line Confirmation Letter

To be issued by Bank on Official Letterhead

1.	Accou	int Name:		
2.	Accou	ant Number:		
3.	Type of Facility: (Overdraft / Revolving / Letter of Credit)			
4.	Approved Credit Limit (Rs.):			
5.	Effective Date:			
	Expiry Date (if any):			
7.	Autho	rized Bank Officer:		
	i.	Name:		
	ii.	Designation:		
	iii.	Signature:		
	iv.	Contact No.:		

This is to certify that the above credit facility is in full force and effect as of the Bid Submission Date.

Form Tech-III: Bank Statement Attestation Form

For each monthly statement from 1 May 2024 to 30 April 2025

Month	Statement Period	Month-End Balance (Rs.)
May 2024	01-May-2024 to 31-May-2024	
April 2025	01-Apr-2025 to 30-Apr-2025	

Bank	uthenticated bank statements with Officer	J	Certification.
I hereby confirm th	at the above balances are accurate	e as per the bank's reco	ords.
Name:	Signature:	Date:	

Form Tech- IV: Manufacturing Unit / Factory License

1.	License Number:
2.	Date of Issue:
3.	Issuing Authority:
4.	Scope of Manufacturing:
5.	Validity Period:

Include a copy of the license as an attachment.

Form Tech-V: Dealership / Distribution Authorization Letter

To be issued by Original Manufacturer on Letterhead

1.	Manui	facturer Name:			
2.	Autho	rized Dealer Name:			
3.	Produ	ct Lines Covered:			
4.	Territo	ory / Region:			
5.	Effect	ive Date:			
6.	Expiry Date:				
7.	Signature of Manufacturer's Authorized Signatory:				
	i.	Name:			
	ii. Designation:				
	iii. Signature:				
	iv.	Date:			

Seal / Stamp:

Form Tech-VI: Technical Compliance Matrix

Clause	Specification	Bidder's	Compliance (Yes /	Evidence Reference
No.	Description	Specification	Partial / No)	(Datasheet / Test
				Report No.)
1	[Insert Spec]	[Insert Offered Spec]	[Yes/Partial/No]	[Ref #]
N	[Insert Spec]	[Insert Offered Spec]	[Yes/Partial/No]	[Ref #]

Attach all supporting datasheets and test reports with clear cross-references.

FORM OF BID AND APPENDICES TO BID

Form of Bid

Dat	e:
Bid	Reference No. (Name of Contract)
То:	
Ger	tleman,
We	the undersigned, declare that:
(a)	We have examined and have no reservations to the Bidding Document, including Addenda No.:;
(b)	We offer to supply in conformity with the Bidding Document and in accordance with the Delivery and Completion Schedule, the following Goods;
(c)	The total price of our Bid, excluding any discounts offered in item (d) below is:;
(d)	The discounts offered and the methodology for their application are:
(e)	Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(f)	If our Bid is accepted, we commit to obtain a Performance Security in the amount ofpercent of the Contract Price for the due performance of the Contract;
(g)	Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries;

- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (i) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Purchaser;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

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

- (k) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (I) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We agree to permit the Purchaser or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name
In the capacity of
Signed
Duly authorized to sign the Bid for and on behalf of
Date
Witness:
Name:
Signature:
Address:
Occupation:

NAME OF ELIGIBLE COUNTRIES

All countries of the World with whom Islamic Republic of Pakistan has commercial relations.

FOREIGN CURRENCY REQUIREMENTS

Not Applicable

METHOD OF ASSURING QUALITY OF GOODS

[The Bidder is required to submit a narrative outlining the method of assuring quality of Goods. The narrative should indicate in detail and include but not be limited to:

- 1. Organization Chart indicating head office and field office personnel involved in quality assurance.
- 2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
- 3. The procedures for transportation of Goods to delivery site.]

LIST OF QUALITY CONTROL/LABORATORY EQUIPMENTS

[The Bidder will provide on Sheet 2 of this Appendix a list of all equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the quality control tests. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

LIST OF QUALITY CONTROL/LABORATORY EQUIPMENTS

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Purpose of Utilization	Condition	Present Location or Source	Date of Availability	Period of Utilization
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

LIST OF MANUFACTURERS

I/We intend to supply Goods form the following manufactures or engage the following subcontractors for supply of Goods. In my/our opinion, the manufacturers named hereunder are reliable and competent to supply of Goods for which each is listed.

Enclosed are documentation outlining experience of manufacturers, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, Goods to be supplied or transportation to be done, size, location and type of contracts performed in the past.

Description of Goods (Give Details)	Manufacturers (With Complete Address)
1	2

Note:

In case, the Bidder is itself either manufacturer or transporter or both, the above table should be filled and requisite documentation be submitted accordingly.

ORGANIZATION CHART FOR THE SUPERVISORY STAFF AND LABOUR

[The Bidder shall provide organization charts for: (a) procurement of Goods from its source, (b) transportation of Goods from source (Ware House) to delivery point, and (c) the staff to deal with the contractual and other related matters with the Purchaser]

(INTEGRITY PACT) DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN

	. 10.00 MILLION OR MORE
Contract Value: [To be filled in at the times	me of signing of Contract]
induced the procurement of any contra	of Supplier] hereby declares that it has not obtained onct, right, interest, privilege or other obligation or benefit any administrative subdivision or agency thereof or any other other any corrupt business practice.
Without limiting the generality of the f	foregoing, [name of Supplier] represents and warrants that
	ommission, fees etc. paid or payable to anyone and not
given or agreed to give and	d shall not give or agree to give to anyone
person, including its affiliate, agent, ass	either directly or indirectly through any natural or juridical sociate, broker, consultant, director, promoter, shareholder ssion, gratification, bribe, finder's feet
or inducing the procurement of a contr	s consultation fee or otherwise, with the object of obtaining ract, right, interest, privilege or other obligation or benefit that which has been expressly declared pursuant hereto.
arrangements with all persons in respect	made and will make full disclosure of all agreements and of or related to the transaction with GoP and has not taken to circumvent the above declaration, representation of
not making full disclosure, misrepresent of this declaration, representation and was or other obligation or benefit obtained or	ibility and strict liability for making any false declaration ting facts or taking any action likely to defeat the purpose arranty. It agrees that any contract, right, interest, privilege r procured as aforesaid shall, without prejudice to any other ander any law, contract or other instrument, be voidable a
to indemnify GoP for any loss or damage and further pay compensation to GoP commission, gratification, bribe, finder'	s exercised by GoP in this regard, [name of Supplier] agrees to incurred by it on account of its corrupt business practices of in an amount equivalent to ten time the sum of any sfee or kickback given by [name of Supplier] as aforesaid the procurement of any contract, right, interest, privilege over form from GoP.
Name of Buyer:Signature:[Seal]	Name of Seller/Supplier: Signature:

SCHEDULES TO BID

Price Schedule for Goods to be offered from within the Purchaser's country

Name of Bidder	Bid Reference Number	Page of
A 01 11 D		
As per Schedule-D		

Price Schedule for Goods to be offered from outside the Purchaser's country

Not Applicable

Manufacturer's Authorization

	Date:			
	Bid Regerence No.:			
	Invitation for Bid No.:			
To:				
WHEREAS		who	are	official
manufacturers of				having
factories at				do
hereby authorize	l	tc	subr	nit a Bid
about the invitation for Bias indicated a	bove, the purpose of which	n is to provide	the I	onowing
Goods, manufactured by us		and to subseque	ently 1	negotiate
and sign the Contract.				
We hereby extend our full guarantee and Conditions of Contract, with respect to Invitation for Bids				
Name				
In the capacity of:				
Signed				
Duly authorized to sign the Authorization	for and on behalf of			
Date				

List of Engineering Goods to be supplied

Procurement Guidelines for Framework Contracts

i. Preamble to the Schedule of Prices for Closed Framework Contract

This Schedule of Prices is issued under the terms and conditions stipulated in the Closed Framework Contract agreement for the Water & Power Department, Gilgit-Baltistan. It provides a comprehensive pricing structure and specifications for the procurement of goods and services specified in the attached lots, and it is fundamental to the transparent, equitable, and efficient execution of procurement processes.

ii. Purpose:

These guidelines outline the financial commitments and quality expectations for all required items and services, facilitating streamlined procurement and cost-efficiency while ensuring high standards of quality and reliability.

iii. Scope:

This schedule applies to all bids and represents the fixed pricing framework for the contract's duration, detailing prices for each item as per the specified lots or categories.

iv. Contractual Obligations:

- i. Bidders are expected to adhere strictly to the pricing, specifications, and quality standards provided.
- ii. Agreed prices must be presented in Pakistani Rupees (PKR) and will remain binding throughout the contract term unless mutually adjusted under the contract's stipulations.
- iii. Rates quoted shall include all transportation costs, overheads, and the bidder's profit, ensuring no additional charges are applied post-award.

v. Lot Application and Awarding Process:

- i. Bidders may apply for one or more lots, providing competitive bids for the items within each applied lot.
- ii. Each lot will be assessed individually based on the quotations submitted.
- iii. The bidder offering the lowest rates for the majority of the items within a specific lot will be preliminarily awarded the entire lot (referred to as the "Primary Bidder").

vi. Rate Matching Requirement:

- i. Upon preliminary awarding, the Primary Bidder must agree to match the lowest rates offered by other bidders for any items within the lot for which they did not originally have the lowest bid.
- ii. The Primary Bidder must formally accept to adjust their rates to these lowest rates as a condition for the final awarding of the contract.

vii. Handling Non-Acceptance and Multiple Contracts:

- i. If the Primary Bidder does not agree to match the lowest rates for certain items, the contract for those specific items will then be awarded to the bidders who have quoted the lowest price for each respective item.
- ii. This process may result in multiple contracts being signed with multiple bidders, ensuring the most competitive rates are secured across all items.

viii. Documentation and Agreement:

- ix. All bidders must submit comprehensive and competitive bids in PKR for each item within the lot, adhering to the specifications outlined in the bid documents.
 - ii. Bidders must quote a single rate for each item for delivery in all regional headquarters of Gilgit-Baltistan (Gilgit, Chilas, Skardu).

i. Instructions for Bidders:

- i. Ensure compliance with all specifications and quality standards.
- ii. Maintain adherence to the principles of fairness and transparency.
- iii. All submitted bids should be free of cutting, corrections, or erasures. Any alterations must be clearly and legibly initialled by the person signing the bid. Un-initialled alterations may lead to the disqualification of the bid.

j. Refusal to Accept Corrections:

- i. In cases where the Employer identifies discrepancies or errors in the bid that require correction, and the bidder refuses to accept such corrections, the Employer reserves the right to disqualify the bid or terminate the contract agreement if discovered post-award.
- ii. Bidders refusing necessary corrections as identified by the Employer may be subject to exclusion from future bidding processes under the discretion of the Water & Power Department, Gilgit-Baltistan.

k. Precedence of Guidelines:

In the event of any conflict between these procurement guidelines and any general or particular conditions of the contract, these guidelines will take precedence, ensuring the primary objective of securing the best interests of the Water & Power Department, Gilgit-Baltistan is maintained.

ii.	By participating in this bidding process, bidders acknowledge and agree to be bound by the terms outlined in this schedule and the broader contractual documentation.

SCHEDULES

LOT#1	Turbo Oil		
S.#	Description of item	Unit	Rate
1	Supply of Turbo Oil	P/Ltr	

LOT #2	Transformer Oil		
S.#	Description of item	Unit	Rate
1	Supply of Transformer Oil	P/Ltr	

LOT # 3:	- HT/LT Cables and accessories		
S.#	Description of item	Unit	Rate
	Supply of 16mm2 7/0.064, Aluminum cable PVC insulated,	P/Mtr	
1	PVC Sheathed. Newage or Pak Cables (Single Core).		
	Supply of 25mm2 19/0.052, Aluminum cable PVC	P/Mtr	
	insulated, PVC Sheathed. Newage or Pak Cables (Single		
2	Core).		
	Supply of 35mm2 19/0.064, Aluminum cable PVC	P/Mtr	
0	insulated, PVC Sheathed. Newage or Pak Cables (Single		
3	Core).	D/M4	
	Supply of 50mm2 19/0.072, Aluminum cable PVC	P/Mtr	
4	insulated, PVC Sheathed. Newage or Pak Cables (Single Core)		
4	Supply of 70mm2 19/0.083, Aluminum cable PVC	P/Mtr	
	insulated, PVC Sheathed. Newage or Pak Cables (Single	1 / 1/111	
5	Core).		
	Supply of 95mm2 37/0.072, Aluminum cable PVC	P/Mtr	
	insulated, PVC Sheathed. Newage or Pak		
6	Cables (Single Core).		
	Supply of 120mm2 37/0.083, Aluminum cable PVC	P/Mtr	
	insulated, PVC Sheathed. Newage or Pak Cables (Single		
7	Core).		
	Supply of 150mm2 37/0.093, Aluminum cable PVC	P/Mtr	
	insulated, PVC Sheathed. Newage or Pak Cables (Single		
8	Core).		
	Supply of 185mm2 37/0.103, Aluminum 9 cable PVC	P/Mtr	
0	insulated, PVC Sheathed. Newage or Pak Cables (Single		
9	Core	D/M4	
	Supply of 240mm2 61/0.103, Aluminum cable PVC insulated, PVC Sheathed. Newage or Pak Cables (Single	P/Mtr	
10	Core).		
10	Supply of 300mm2 61/0.103, Aluminum cable PVC	P/Mtr	
	insulated, PVC Sheathed. Newage or Pak Cables (Single	1 / 1 / 1 (1	
11	Core).		
	Supply of Single Core 25mm2 XLPE PVC aluminum made	Each	
12	11KV grade Cable.	-	
	Supply of Single Core 50mm2 XLPE 13 PVC aluminum	Each	
13	made 11KV grade Cable.		
	Supply of Single Core 70mm2 XLPE PVC aluminum made	Each	
14	11KV grade Cable.		
	Supply of Single Core 95mm2 XLPE 15 PVC aluminum	Each	
15	made 11KV grade Cable.		
	Supply of Single Core 120mm2 XLPE/16 PVC aluminum	Each	
16	made 11KV grade Cable.		

17	Supply of Single Core 185mm2 XLPE/16 PVC aluminum made 11KV grade Cable.	Each
18	Supply of Thimble for 16mm2 7/0.064, Aluminum cable.	Each
19	Supply of Thimble for 25mm2 19/0.052, Aluminum cable.	Each
20	Supply of Thimble for 35mm2 19/0.064 Aluminum cable.	Each
21	Supply of Thimble for 50mm2 Aluminum cable.	Each
22	Supply of Thimble for 70mm2 Aluminum cable	Each
23	Supply of Thimble for 95mm2 37/0.072, Aluminum cable.	Each
24	Supply of Thimble for 120mm2 37/0.083, Aluminum cable.	Each
25	Supply of Thimble for 37/0.093, Aluminum cable.	Each
26	Supply of Thimble for 185mm2 37/0.103, Aluminum cable	Each
27	Supply of Thimble for 300mm2 61/0.103, Aluminum cable	Each
00	Supply of Thimble for Single Core 25mm2 XLPE / PVC	Each
28	aluminum made 11KV grade Cable.	T. 1
29	Supply of Thimble for Single Core 50mm2 XLPE / PVC aluminum made 11KV grade Cable.	Each
29	Supply of Thimble for Single Core 70mm2 XLPE / PVC	Each
30	aluminum made 11KV grade Cable	Davi
	Supply of Thimble for Single Core 95mm2 XLPE / PVC	Each
31	aluminum made 11KV grade Cable.	
	Supply of Thimble for Single Core 120mm2 XLPE / PVC	Each
32	aluminum made 11KV grade Cable.	T 1
33	Supply of Thimble for Single Core 185mm2 XLPE / PVC	Each
33	aluminum made 11KV grade Cable. Supply of HT Kits for Single Core 25mm2 XLPE / PVC	Each
34	aluminum made 11KV grade Cable.	Lacii
	Supply of HT Kits for Single Core 50mm2 XLPE / PVC	Each
35	aluminum made 11KV grade Cable.	
	Supply of HT Kits for Single Core 70mm2 XLPE / PVC	Each
36	aluminum made 11KV grade Cable.	
0.7	Supply of HT Kits for Single Core 120mm2 XLPE / PVC	Each
37	aluminum made 11KV grade Cable	Ea ala
38	Supply of HT Kits for Single Core 185mm2 XLPE / PVC aluminum made 11KV grade Cable	Each
30	arummum made rikv grade Cable	

LOT # 4 Transformer Coils & accessories

S.#	Description of item	Unit Rate	
1	S/O Super enameled copper wire of different sizes make	P.Kg	
	Ghazilex or equalent.for 25 KVA transformers	11128	
2	S/O Super enameled copper wire of different sizes make	P.Kg	
	Ghazilex or equalent.for 50 KVA transformers	1.115	
3	S/O Super enameled copper wire of different sizes make	P.Kg	
	Ghazilex or equalent.for 100 KVA transformers	1 1115	
4	S/O Super enameled copper wire of different sizes make	P.Kg	
	Ghazilex or equalent.for 200 KVA transformers	15	
5	S/O Super enameled copper wire of different sizes make	P.Kg	
	Ghazilex or equalent.for 300 KVA transformers	1 1115	
6	S/O Super enameled copper wire of different sizes make	P.Kg	
	Ghazilex or equalent.for Generators	- 16	
7	S/O Paper insulated rectangular copper conductor of	P.Kg	
	different sizes		
8	S/O Cotton tape 1" wide.	Each	
9	S/O Scotch tape 1" wide.	Each	
11	S/O Fiber glass sleeve various sizes 1mm -12 mm	Each	
13	S/O Insulation paper 0.12mm.	Pkg	
14	S/O Press pond paper 1mm thick.	Pkg	
15	S/O Hard soldering bar.	Each	
16	LT Tapping paper	P.R	
18	S/O Soldering wires of various size 1mm -3mm	P.R	
19	S/O Patterns for HT/LT Coils	Each	
21	S/O HV Bushing complete set for 200 KVA Transformer.	P.set	
22	S/O HV Bushing complete set for 100 KVA Transformer.	P.set	
23	S/O HV Bushing complete set for 50 KVA Transformer.	P.set	
24	S/O LV Bushing complete set for 200 KVA Transformer.	P.set	
25	S/O LV Bushing complete set for 100 KVA Transformer.	P.set	
26	S/O LV Bushing complete set for 50 KVA Transformer.	P.set	
27	German white Glue	P.Kg	
28	Working Gloves	P.Pair	
29	HV Insulating Gloves	P.Pair	
30	Nut bolt M-10X50 mm	Nos	
31	Dry Cell 1.5 V DC for	P.Pair	
32.	Elfi	Nos	
33	Cork Sheet Aps	P.Mtr	
34	Lock Varnish Apoxt (400 mg)	P/Set	
35	Cleaning Cloth	P.Kg	
33	Cioninia Cioni	1.115	

LOT # 05
Transmission & Distribution Network & Accessories

S.No	Description of item	Unit	Rate
1	S/F of HT Steel Structures 45' long as per WAPDA specifications i/c carriage from down country Upto site of work with safe loading/ unloading excavation in all kind of soil 3'x3'x8' PCC foundation of 1:2:4 ration 6 ft. below and 2' above the ground level, curing and re-filling of the trenches as per instructions of Engineer incharge.	Nos	
2	S/F of galvanized lattice steel structures fixed HT pole 34'-8" long as per WAPDA specification P-34 in 1:2:4 cement concrete foundation of size 2'x2'x6' 6"above ground level and 5 ½ below ground level including TPT charges from down country to site of erection and also including excavation of earth in all kind of soil, curing and refilling with boulders earth etc. complete as per instruction of Engineer incharge.	Nos	
3	S/F of Galvanized steel structure 30'-8" long, LT Pole PECO/Line Steel or equivalent as per WAPDA specification P-34 I/c carriage from down country Upto site of work loading/unloading and other incidental charges excavation in all kinds of excavation in 1:2:4 ratio PCC foundation of 2'x2'x2' size (5-1/2') below and above the ground level and re-filling the trenches with excavation materials after proper curing as per instructions of engineer incharge.	Nos	
4	S/F of Steel cross arms of size 08'x1.1/4"x5" i/c nuts, bolts, and washers. (Popular Made)	Nos	
5	S/F of drop out / cut out double insulator (D-Set) 11KV grade i/c base frame, D-links, bolts nuts, washers etc. complete (Pak Made).	P/Set	
6	33 KV Grade D-Set	P/Set	
7	S/F of ACSR (Rabbit 6-1/0.132) i/c unrolling straightening sagging and binding with insulator and all necessary jumpers connection as per instruction of Engineer Incharge (NEWAGE or equivalent or approved list of WAPDA)	P/Mtr	
8	S/F of ACSR (Dog 6-7/0.186) i/c unrolling straightening sagging and binding with insulator and all necessary jumpers connection as per instruction of Engineer Incharge (NEWAGE or equivalent or approved list of WAPDA)	P/Mtr	
9	S/F of AAC 7/0.122 (Ant) i/c stretching, binding, jumpers, jointing P/G clamp where is required etc complete.	P/Mtr	

10	S/F of AAC 7/0.173 (WASP) i/c stretching, binding, jumpers, jointing P/G clamp where is required etc complete.	P/Mtr
11	S/F of Pin Insulator 11KV with pin, nut bolts.	Each
12	S/F of shackle insulators with D-iron Clamp i/c nut bolts etc complete.	Each
13	S/F of Disc insulator 11KV.	Each
14	LT Insulator	Each
15	S/F of Stay set with stranded stay wire with stay swivel, stay insulator and anchor plate i/c excavation charges of the hole Upto a depth of 8 ft. to 12 ft. in all kind of soil and refilling the trenches with excavated materials etc. complete as per approval of Engineer incharge.	Each
16	P/F of earthling set with (1'x1'x1/8) size copper plate buried in the ground a depth of 12ft or less if water comes out from the ground level (with salt and charcoal, or earthling chemical powder) etc. making the pit 12ft deep by excavation in all type of soil (except soft or hard rock) i/c fixing of 8 SWG wire etc. complete in all respect as per instructions of Engineer incharge.	Each

LOT # 06: Materail for Refurbishment of Turbine & Oil Bearings

S.#	Description of item	Unit	Rate
1	S/O White metal ASTM B-23, tin content above 80% for re-filling	P.Kg	
	of damaged oil bearings and thrust pades for all Chinese unitss in		
2	GB. Stoin loss stool welding electrodes Q Amm	D V a	
3	Stain less steel welding electrodes Ø 4mm	P.Kg	
3	S/O Stain less steel welding electrodes Ø 3.2 mm	P.Kg	
4	S/O Mild steel welding electrodes 6013 of size 3.2 mm.	P.Kg	
6	S/O Mild steel welding electrodes 7018 of size 3.2 mm.	P.Kg	
7	Ms Surface Plates of different sizes	P.Kg	
8	S/O MS round bars of different sizes for making of coupling pins and special bolts.	P.Kg	
9	S/O solid stainless steel solid bar Ø 200mm x length 220 mm for new Needle for Hydel stations.	P.Kg	
10	S/O Oxygen cylinder 150 Lbs for filling of oil bearings and thrust pads.	Each	
11	S/O Bronze ring of differentr sizes for generator slip rings.	P.Kg	
12	S/O Cast iron rings of different sizes	P.Kg	
13	Gland Packing (Dori) of various sizes.	P.Kg	
14	S/O LPG gas for filling of oil bearings and thrust pades	P.Kg	
15	S/O SS flat bars of different size for making of turbine seal rings.	P.Kg	
16	S/O MS Flat bar different sizes	P.Kg	
17	Bronze bar dia of different sizes	P.Kg	
18	Rubber Packing of different sizes	P.Mtr	
19	S/O MS blank material for guide vans as per sketch/sample.	P.Kg	
20	S/O Guide Vane Locking Mechanism (RFN 25 x 50)	Each	
21	S/O Guide Vane Locking Mechanism (RFN 28 x 55)	Each	
22	S/O cutting tips having No. CNMA 190612-TK 2001 ma	Nos	
23	S/O cutting tips having No. CNMG 160612 make SICO,	Nos	
24	S/O cutting tips having No. CNMG 120404 FF1-TT 250	Nos	
25	S/O cutting tips having No. LCMF 300812-1000-FT-TP	Nos	
26	Cutting Tool Holder SDJCL 3232- P15	Nos	
27	Cutting Tool Holder MCLNR 4040-R19	Nos	
28	Vernier Calliper 0-150mm make mititoyo Japan	Nos	
29	Center Drill HSS 5mm	Nos	
30	Grinding Disc dia 125X7X22.5mm	Nos	
31	Polishing Disc dia 125X7X22.5 mm	Nos	
32	Drill Chuck up to 13.5 mm Drilling Capacity	Nos	

33	Electric Grinder Small Ingcho Chia	Nos
34	Electric Grinder large size Ingcho Chia	Nos
35	Electric Drill Machine Ingho Chia	Nos
36	Cutting Tool Holders DCLNR 3225 P12-M	Nos
37	Partining Tool Holder CFMR 3225P06	Nos
38	Partining Tool Holder CFIL 3225 P08	Nos
39	Partining Tool Holder CFML 3225 P06	Nos
40	Partining Tool Holder CFIR 3225 P08	Nos
41	Cutting tool Holder DCLNL 3225P12-M	Nos
42	Cutting tool Holder MCLNL4040R19	Nos
43	Spainer Set 6mm to 32 mm Ingho China	P/Set
44	Drill Bit Box Set 1.5 mm to 13 mm Dormer England	P/Set
45	Drill Bit 14.5 mm Dormer England	Nos
46	Drill Bit 17.5 mm Dormer England	Nos
47	Drill Bit 21 mm Dormer England	Nos
48	Drill Bit 28 mm Dormer England	Nos
49	Drill Bit 32 mm Dormer England	Nos
50	Dail Indicator megnatic stand mitioyo Jaoan	Nos
51	Dail Indicator watches mitioyo Jaoan	Nos
52	Wellding Holders best quality	Nos
53	Scrive Wrench 24" ingho China	Nos
54	Milling insert as per sample	Nos
55	Pipe Wrench 24" ingho China	Nos s

LOT # 07: Personal Protective Equipment (PPE's) and TMP's			
Description	Unit	WAPDA/NTDC Specification (Amended to date)	
Protective Leather Gloves	Pair	P-120 (amended to date	
Safety Hat	No.	P-73 (Amended to Date)	
Safety Hat with proximity Voltage Detector (230 Volt to 35 KV)	No.	P-73 (Amended to Date)	
Safety belt	No.	DDS-02 (Amended to Date)	
Safety Boots (Size 6,7,8,9,10)	No.	DDS-61	
Beeper (Buzzer Type)LV-live Wire Tester (50 Volt to 400 Volt with contact method & 70 Volt to 10000 Volt non-contact method)	No.	Sample	
Disconnecting Sticks	No.	DDS-43-2008 (Amended to Date)	
Lineman life saving chain	No.	DDS-63(Amended Todate)	
Lineman Tool Bag	No.	PD-63 (Amended to Date)	
Side Cutting Plier	No.	PD-21 (Amended to Date)/	
Ratchet Lever Hoist 750 kg	No.	PD-0037 (Amended to Date)	
Ratchet Lever Hoist 1500 kg	No.	TD-0037 (Amended to Date)	
Chain Pulley Block 1.5 Ton	No.	P-49 (Amended to Date)	
Pulling Grip (4-20 mm)	No.	P-76:70 (Amended to Date)	
F.Glass lader 32 ft	No.	DDS-34-2004	
F.Glass lader 48 ft	No	DDS-34-2004	
Adjustable Screw Wrench 08"	No.	P-75	
Adjustable Screw Wrench 12"	No.		
Screwdriver 06"	No.	PD-32	
Screwdriver 08"	No.		
Manila Rope 24mm	Mtr	DDS-97 (Amended to Date)	
Earthing Set	No.	DD-PD21:2008(Amended to Date)	
Lineman Knife	No.	PD-20A(Amended to date)	
Hand Line	No.	PD-40 (Amended to Date)	
High Voltage Detector	No.	PD-96 (Amended to Date)	
Parachute Harness	No.	Sample	

Schedule-E

Delivery and Completion Schedule

The delivery period shall be governed as per PCC Sub-Caluse 16.1 (ii).

Schedule F

Inspection and Tests to be carried out

As per PCC Sub-Clause 26.2

STANDARD FORMS

BID SECURITY PERFORMANCE SECURITY CONTRACT AGREEMENT ADVANCE PAYMENT SECURITY

FORM OF BID SECURITY (Bank Guarantee)

Secur	rity Executed on		
3. T	CC (D 1) 24 A 11	(Date)	
Name	e of Surety (Bank) with Address: _	(Scheduled Bank in Pakistan)	_
Name	e of Principal (Bidder) with Addres	,	
	Sum of Security RupeesReference No.	(Rs	
KNO	W ALL MEN BY THESE PRESE	ENTS, that in pursuance of the terms of the Bid t, the Surety above named, are held and firmly b	
truly		sum stated above for the payment of which sum ir heirs, executors, administrators and successor	
accon		TION IS SUCH, that whereas the Bidder has subd No for(Particulars of Bid)	
furnis	shes a Bid Security in the above said duly counter-guaranteed by a Sche	I as a condition for considering said Bid that the sum from a Scheduled Bank in Pakistan or from Eduled Bank in Pakistan, to the Purchaser, conditional states and the Purchaser.	n a foreign
(1)	deadline for validity of bids as sta	in in force up to and including the date 28 day ated in the Instructions to Bidders or as it may be a extension(s) to the Surety is hereby waived;	
(2)	· · · · · · · · · · · · · · · · · · ·	cessful Bidders will be returned by the Purch ning of the Contract Agreement; and	naser after
(3)	Agreement and furnish the requ	the successful Bidder to execute the proposed aired Performance Security, the entire said sur- er pursuant to Clause 19.6 of the Instruction to E- perform.	m be paid

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Purchaser in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Purchaser for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for

its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Purchaser the said sum upon first written demand of the Purchaser (without cavil or argument) and without requiring the Purchaser to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Purchaser by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Purchaser forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:	SURETY (Bank) Signature
1	Name
	Title
Corporate Secretary (Seal)	Corporate Guarantor (Seal)
2	
Name. Title & Address	

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

				Guara	ntee No	
				Execu	ited on	
				Expiry	y date	
[Lette	er by the Guarar	ntor to the F	Purchase			
Name	e of Guarantor (Bank) with	address			
				(Scheduled	Bank in Pakistan)	
Name	e of Principal (S	upplier/Co	ntractor)	with address:		
Penal	I Sum of Securit	y (express	in words	and figures)		
Lette	r of Acceptance	No			Dated	
Docu	ments and above	e said Lett	ter of A	ENTS, that in pursuar ceptance (hereinafter c	alled the Documen	nts) and at the
reque	est of the said Pr	rincipal we,	, the Gu	antor above named, ar)	e held and firmly b hereinafter called t	
made	_	haser, we b	ind ours	ove for the payment o lves, our heirs, executo ents.		-
THE	CONDITION (OF THIS O	BLIGA	ION IS SUCH, that wi	hereas the Principal	l has accepted
the	Purchaser's	above	said	Letter of	Acceptance for	
				(Name of Contract	t) for the	
			(Jame of Project).		

NOW THEREFORE, if the Principal (Supplier/Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 28, Warrenty, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We,	(the Guarantor), waiving all objections and
defences under the Contract, do hereby irrevocab	ly and independently guarantee to pay to the
Purchaser without delay upon the Purchaser's first	vritten demand without cavil or arguments and
without requiring the Purchaser to prove or to show	grounds or reasons for such demand any sum
or sums up to the amount stated above, against	the Purchaser's written declaration that the
Principal has refused or failed to perform the oblig	ations under the Contract which payment will
be effected by the Guarantor to Purchaser's designation	nted Bank & Account Number.
PROVIDED ALSO THAT the Purchaser shall be the	ne sole and final judge for deciding whether the
Principal (Contractor) has duly performed his obli	gations under the Contract or has defaulted in
fulfilling said obligations and the Guarantor shall p	ay without objection any sum or sums up to the
amount stated above upon first written demand i	from the Purchaser forthwith and without any

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

reference to the Principal or any other person.

Witness:	Guarantor (Bank)
1	Signature
	Name
Corporate Secretary (Seal)	Title
2	
Name, Title & Address	Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THI	S AGREEMENT made on the veen	e	day of _				, _20	,
(her	veen einafter "the Purchaser"), of th	e one nart a	nd	of _				of
(1101)	emarter the rure maser j, or the	(hereinafte		"the Supp	olier"), of t	he other 1		O1
WH	EREAS the Purchaser	invited	bids	for	certain	Goods		z., nas
	epted a Bid by the Suppli	er for the	supply	of thos		in the	e sum	of
Con	tract Price").							
NOV	W THIS AGREEMENT WITN	ESSETH AS	FOLLO	WS:				
1.	In this Agreement words and assigned to them in the Con	-				_	espective	ly
2.	The following documents shapreement, viz.:	all be deemed	d to form	and be re	ead and con	nstrued as	s part of th	iis
	(a) the Purchaser's Notice Acceptance); (b) the Form of Bid and the Condition (c) the Particular Condition (d) the General Condition (e) the Schedule to Bid (of Appendices to Bid; (g) Specifications; (h) Drawings; and (i) Any other Item as Contract shall prevail over all onsistency within the Contract deve.	ne Price Scheons of Contract; ther than Pric	dules sub ct; Part-I ; Part-I ce Sched	omitted by I ule);	y the Supp	lier; of any disc	crepancy	or
3.	In consideration of the payme this Agreement, the Supplier I to remedy defects therein in c	nereby covena	ants with	the Purc	haser to pr	ovide the	Goods a	nd
4.	The Purchaser hereby covenage Goods and the remedying of become payable under the prescribed by the Contract.	defects there	in, the C	Contract P	rice or suc	ch other s	sum as m	ay
IN V of _	WITNESS the parties hereto have or						ith the lav	WS
Sign	nature of the Supplier				Signatu	re of the I	Purchaser	•

(Seal)	(Seal)
Signed, Sealed and Delivered in the presence	of:
Witness:	Witness
(Name, Title and Address)	(Name, Title and Address)

Form of Advance Payment Security

	Date:
	Contract Name and No. :
To:	
payments, Supplier") shall deposit with the Purc	haser a security consisting of, to ormance of the obligations imposed by said Clause of the
primary obligor and not as surety mere whatsoever right of objection on our properties of the exceeding	, legally (hereinafter "the blier, agree unconditionally and irrevocably to guarantee as ly, the payment to the Purchaser on its first demand without art and without its first claim to the Supplier, in the amount
This security shall remain valid and in by the Supplier under the Contract unt	if full effect from the date of the advance payment received in
Name	
Signed	
Duly authorized to sign the security fo	r and on behalf of
Date	

General Conditions of Contract

General Conditions of Contract

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1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
 - (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.
 - (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
 - (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) "Day" means calendar day.
 - (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
 - (f) "Completion" means the fulfillment of the supply of Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) "Eligible Countries" means the countries as per Appendix-A.
 - (h) "GCC" means the General Conditions of Contract.
 - (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (j) "Purchaser's Country" is the country specified in the Particular Conditions of Contract (PCC).
 - (k) The "Purchaser" means the Employer who is the entity purchasing the Goods, as specified in the PCC, and includes the legal successors or assigns of the Purchaser.
 - (1) "PCC" means the Particular Conditions of Contract.
 - (m) "Subcontractor" means any natural person, private or government entity or a combination of the above, including

its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the Supplier.

- "Supplier" means the natural person, private or government (n) entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (o) "The Site," where applicable, means the place named in the PCC.

2. Contract **Document**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended

Corrupt and Fraudulent **Practices**

3.1

to be correlative, complementary, and mutually explanatory.

- For the purposes of this provision, the term "Corrupt and (a) Fraudulent Practices" includes the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.
- The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the Contract.
- 3.2 The Supplier shall permit the Purchaser 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 Purchaser, if so required by the Purchaser.

4. Interpretation 4.1 If the context so requires it, singular means plural and vice versa wher the context requires.

4.2 Incoterms

The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(a) EXW, CIF, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

6.1 Unless otherwise specified in the PCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive Bidding but only of Pakistan in case National Competitive Bidding. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods to be supplied under the Contract and financed by the Purchaser shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices

- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the PCC.

10. Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.

11. Scope of Supply

- 11.1 Subject to the PCC, the Goods to be supplied shall be as specified in Schedules to Bid.
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.

12. Delivery

12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid. The details of shipping and other documents to be furnished by the Supplier are specified in the PCC.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Purchaser's Responsibilities

- 14.1 Whenever the supply of Goods requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall afford all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause 15.3.
- 15.3 [The Purchaser should develop the formula and other factors for Price Adjustment based on the principle of Clause 70.1 of PEC Bidding Documents for Civil Works and Standard Procedure and Formulae for Price Adjustment prepared by PEC, with following modifications:
 - i. Adjustable material would be those raw materials used for manufacturing of specific Goods Items on which, in opinion of the Purchaser, the price adjustment is payable. However, the Purchaser shall calculate, to make project specific price adjustment formula, the appropriate weightages of major raw materials as per the PEC standard documents mentioned above.
 - ii. In case of adjustable materials and labor, the current price indices shall be 42 days prior to date of Goods transport [or any other appropriate period may be incorporated by the Purchaser representing the mid-point of the period of manufacture], while in case of POL, the current price indices shall be 15 days [or any other reasonable period may be incorporated by the Purchaser] before the date of Goods transport.
 - iii. Source for indices:

- a. For Local Manufactured Items;

 PICC cost data or any other credible source to be mentioned in bidding documents, failing which to be agreed between parties before signing the Contract.
- b. For Foreign Manufactured Items; London Metal Exchange (LME) Rate]

OR

[The Purchaser shall state "This is a Fixed Price Contract" in case the Price Adjustment is not applicable for lesser time of delivery or smaller quantities of Goods to be supplied.]

16. Terms of Payment

- 16.1 The Contract Price shall be paid as specified in the PCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the PCC.

17. Taxes and Duties

- 17.1 For Goods supplied from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For Goods supplied from within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security

- for the due performance of the Contract in the amounts and currencies specified in the PCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the

Purchaser for any purpose other than the design, procurement, required for the performance of the Contract.

- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
 - (a) the Purchaser or Supplier need to share with the purchaser or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.1 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or

- designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- 22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedules to Bid. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 23.2 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 the PCC, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PCC.
- **25. Transportation** 25.1 Unless otherwise specified in the PCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedules A and B to Bid.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and /or inspections of the Goods as are specified in the Schedules to Bid.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the PCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall

- repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months 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 PCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of gross negligence or willful misconduct :
 - (a) neither party shall be liable to the other party 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 Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, 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 Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or

the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, 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.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to 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 Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) Any other
- 33.2 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 in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

34. Extensions of Time

- 4.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

36. Assignment 36.1 The Supplier shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Purchaser.

Particular Conditions of Contract

Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Sub Clause 1.1(j)

The Purchaser's country is the Islamic Republic of Pakistan.

GCC Sub Clause 1.1(k)

The Purchaser is: Water & Power Department, Gilgit-Baltistan

GCC Sub Clause 1.1 (q)

The Site is: All Districts of Gilgit-Baltistan.

GCC Sub Clause 4.2 (b)

The version of Incoterms shall be that prevailing on the date of Invitation for Bids.

GCC Sub Clause 5.1

The language shall be *English*

GCC Sub Clause 7.1 and 7.2

The procurement is based on National Competitive Bidding.

GCC Sub Clause 8.1

For **notices**, the Purchaser's address shall be:

Attention: Executive Engineer GBHEW Division, Gilgit.

Address: Executive Engineer_____ (Concerned Executive Engineer)

City: (All District Headquarters of GB)

Country: **Pakistan**

Telephone: 05811-920437

[Addresses of the Supplier shall be entered before signing the Contract]

GCC Sub Clause 9.1

The governing law shall be the Law of the Islamic Republic of Pakistan.

GCC Sub Clause 10.2

The formal mechanism for the resolution of disputes shall be as follows:

- a. The rights and obligations of the Parties under or pursuant to these Conditions shall be governed and construed according to the Law of Islamic Republic of Pakistan.
- b. The dispute shall be referred to arbitration and finally settled in Pakistan in accordance with the Pakistan Arbitration Act, 1940, and any amendment or substitution thereof. If the Parties cannot agree to the appointment of a sole arbitrator each Party shall appoint an arbitrator and the arbitrators shall, before entering upon the reference, jointly appoint an

umpire. The decision of the arbitrator(s) shall be final and shall not be challenged or assailed in any court on any ground whatsoever.

GCC Sub Clause 11.1

The scope of Goods Supply is described in Schedule-D to Bid.

GCC Sub Clause 12.1

Details of shipping and other documents to be furnished by the Supplier shall be:

Suppliers Invoice

GCC Sub Clause 16.1

The terms of payment shall be:

- i. The payments shall be made on a work-done basis, evidenced by the invoicing submitted by the supplier, subject to the availability of funds.
- ii. The goods shall be supplied within a maximum of Seven (07) days after issuance of the Purchase Order (PO). Depending upon the nature and urgency of the supply, the Executive Engineer (concerned) shall determine the actual delivery schedule.
- iii. The taxation procedure shall be governed by the relevant laws of GoGB.
- iv. No price Adjustment shall be admissible.

GCC Sub Clause 16.4

The currencies for payments shall be: Pak Rs.

GCC Sub Clause 18.1

The Supplier shall provide a Performance Security of 2.0 million. The Performance Security shall be denominated in the following amounts and currencies: *Unconditional on Demand Bank Guarntee on Standard Form amounting to 2.0 million from a Scheduled Bank of Pakistan.*

GCC Sub Clause 18.3

The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Bank Guarantee from any Scheduled Bank in Pakistan.

The cost of complying with the requirements of this Sub-Clause shall be borne by the Contractor.

GCC Sub Clause 18.4

Discharge of Performance Security shall take place: As per GCC Sub-Caluse 18.4.

GCC Sub Clause 23.2

The packing, marking and documentation within and outside the packages shall be: *As per GCC Sub Clause 23.2*

GCC Sub Clause 24.1

The insurance coverage shall be in accordance with: *The supplier may insure the quantities to be supplied under the Contract.*

GCC Sub Clause 25.1

Obligations for transportation of the Goods shall be in accordance with:

The rated quoted by the Suppliers for the items specified in the Schedule-D shall include the price of transportation.

GCC Sub Clause 26.2

Tests and Inspections specified in Schedule F to Bid, shall be carried out at the following times or milestones, and places: The Executive Engineer concerned may require to undertake the testing and inspection of any item/items from GBHEW Division by paying the Fee as notified from time to time.

GCC Sub Clause 27.1

The liquidated damage shall be: 0.35% per week or part thereof of the Purchase Order (PO) amount.

GCC Sub Clause 27.1

The maximum amount of liquidated damages shall be: Rs.2.00 million as per the procedure to be defined by the Supplier.

GCC Sub Clause 28.3

The period of validity of the Warranty shall be: 3 months from date of delivery.

GCC Sub Clause 28.5

The Supplier shall correct any defects covered by the Warranty within: Seven (07) days of being notified by the Purchaser of the occurrence of such defects.

GCC Sub Clause 30.1

The amount of aggregate liability shall be: Rs.20.00 million.

GCC Sub Clause 33.1 (d)

The existing content is deleted and following is added:

"The Purchaser may issue the purchase order (PO) for the items mentioned in the Schedule of the Contract, as per his requirement at any time during the Contract period up to any limit within the sanctioned budget, and the Supplier shall raise no object concerning the quantity, against which the PO is being issued."

SPECIFICATIONS-SPECIAL PROVISIONS

SPECIFICATIONS-TECHNICAL PROVISIONS

Lot #	Standard			
1	• ASTM D-4304 Type I & III			
	• BS 489			
	• ISO 8068 TGB TGSB, 11158 HH & HL			
	SIEMENS AG TLV 9013 05 High Thermal Stability SIEMENS AG TLV 9013 04 Gt. 1 The stability SIEMENS AG TLV 9013 04 Gt. 1 The stability SIEMENS AG TLV 9013 05 High Thermal Stability			
	SIEMENS AG TLV 9013 04 Standard Thermal Stability A STON ANTER 20117			
	ALSTOM HTGD 90117 PRINTING THE PRINTIN			
	• DIN 51515 Part I & II, 51524 Part I			
2	• General Electric GEK-32568F			
2	IEC 60296/60836 specifications.			
3	WAPDA DDS 32 and 36 for 11kV cables and accessories.			
	WAPDA DDS 61 for LV PVC Cables			
	• WAPDA DDS 63			
4	[Sections related to Transformer Coils & Accessories]			
	WAPDA K/R&D/DT/28 (amended to date)			
	• IEC-60076			
5	DIN-17100/BS 729 or equivalent WAPDA standards.			
6	ASTM B-23 or equivalent [White Metal]			
	ASTM A5.4 or A5.4M or equivalent [Stainless steel welding Rods]			
	AWS A/SFA 5.1-91 E6013; EN 499 E 38 0 RC 11; EN ISO 2560-A E 38 0 RC 11or equivalent [Mild Steel welding electrodes 6013]			

	• AWS A/SFA 5.1-91 E7018; EN 499 E 42 3 B 32 H5EN ISO 2560-A E 42 3 B 32 H5 or equivalent.; [[Mild Steel welding electrodes 7013]
	ASTM standards or equivalent for solid stainless steel solid and flat bars.
	ASTM standards or equivalent for Bronze rings and bars.
	ASTM standards or equivalent for MS Flat bars.
	Oxygen cylinder as per ISO or equivalent standard
7	Required specifications are provided with the schedules.

