

PRC/PROC/HVAC/2023/01



BIDDING DOCUMENTS

For

**UPGRADATION OF EXISTING HVAC
SYSTEM AT PRCL, HOK**

(Single Stage - Single Envelope)

FEBRUARY, 2023

Pakistan Reinsurance Company Limited, 32-A, Lalazar Drive, M.T. Khan Road, Karachi

PREFACE

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid. Use of these documents is mandatory for either open or limited bidding.

PART-A – BIDDING PROCEDURE & REQUIREMENTS

- Section I - Invitation to Bids
- Section II - Instructions to Bidders (ITB)
- Section III - Bid Data Sheet (BDS)
- Section IV - Evaluation Criteria
- Section V - Eligible Countries

PART-B – Technical Specification & Schedule of Requirements

- Section VI - Technical Specification & Schedule

PART-C – PROCURING AGENCY FORMS

- Section VII - Standard Forms

PART-D – FRAMEWORK AGREEMENT

- Section VIII - General Condition of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms
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PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

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**PAKISTAN REINSURANCE COMPANY LIMITED (PRCL)
MINISTRY OF COMMERCE, GOVERNMENT OF PAKISTAN**

TENDER NOTICE

(Tender # PRC/PROC/HVAC/2023/01)

UPGRADATION OF EXISTING HVAC SYSTEM AT PRCL, HOK

1. This Invitation to Bids follows the Procurement Advertisement for the subject Project, uploaded on PRCL and PPRA websites dated February 3rd, 2023.
2. The Procuring Agency has reserved the funds for subject project and it is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for upgradation of existing HVAC system at PRCL.
3. Pakistan Reinsurance Company Limited, Karachi now invites sealed bids from eligible bidders of the market that can provide subject services.
4. The bidding shall be conducted in line with the single stage single envelope {36(a)} procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
5. All bids must be accompanied by only one of these:
 - i. A Bid Security in an acceptable form in the amount of Rs. 50,000/- **OR**
 - ii. Bid securing declaration in the format provided in the Bidding Documents can be used alternatively.
6. Interested bidders may obtain bidding documents free of cost from Procurement Department, 12th floor, PRC Towers, 32-A, Lalazar Drive, M. T. Khan Road, Karachi by visiting PRCL during office hours or through email address mentioned below.
7. The original bids, properly enclosed in sealed envelope must reach at the office of the undersigned at aforementioned address on or before 11:00am on February 21st, 2023. The bids will be opened on the same day at 11:30am. The pre-bid meeting will be held on February 13th, 2023 at 11:00am in the office of the undersigned.
8. The PRCL reserves the right to accept/reject any or all bids within the purview of PPRA Rules.

Sd/-

MUHAMMAD ASIF GHAFOR

(Procurement Specialist)

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TABLE OF CONTENTS

PREFACE.....	2
SECTION I: INVITATION TO BIDS.....	3
SECTION II: INSTRUCTION TO BIDDERS (ITBs)	6
A. Introduction.....	6
B. Bidding documents	7
C. Preparation of bids.....	9
D. Submission of bids	14
E. Opening and Evaluation of Bids	15
F. Award of Contract.....	21
G. Grievance Redressal & Complaint Review Mechanism	24
H. Mechanism of Blacklisting.....	25
SECTION III: BID DATA SHEET	27
A. Introduction.....	27
B. Bidding Documents.....	27
C. Preparation of Bid	27
D. Submission of Bids.....	28
E. Opening and Evaluation of Bids	28
F. Award of Contract.....	29
G. Review of Procurement Decisions	29
SECTION IV. EVALUATION CRITERIA.....	30
TECHNICAL PROPOSAL FORMS	32
FINANCIAL PROPOSAL FORMS.....	40
SECTION V: ELIGIBLE COUNTRIES	44
SECTION VI: TECHNICAL SPECIFICATION AND SCHEDULE OF REQUIREMENTS	45
SCHEDULE OF REQUIREMENT/DELIVERY SCHEDULE	48
SECTION VII: STANDARD FORMS	49
SECTION VIII: GENERAL CONDITIONS OF THE CONTRACT	60
SECTION IX: SPECIAL CONDITIONS OF THE CONTRACT.....	73
SECTION X: CONTRACT FORM.....	77

SECTION II: INSTRUCTION TO BIDDERS (ITBs)**A. Introduction**

1. Scope of Bid	1.1	The Pakistan Reinsurance Company Limited (PRCL), invites Bids for the provision of Goods as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements . The successful Bidders will be expected to deliver/render the goods and related services within the specified period and timeline(s) as stated in the BDS .
2. Sources of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the PRCL.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the PRCL and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers, companies or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PRCL to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods/services to be purchased/rendered under this Invitation for Bids. b) have controlling shareholders in common; or receive or have received any direct or indirect subsidy from any of them; or c) have the same legal representative for purposes of this Bid; or influence on the Bid of another Bidder, or influence the decisions

		of the PRCL regarding this Bidding process; or d) Submits more than one Bid in this Bidding process.
	3.7	A Bidder may be ineligible if – a) he is declared bankrupt or, in the case of company or firm, insolvent; b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. f) The firm, supplier or contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.8	Bidders shall provide to the PRCL, the evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.9	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the PRCL, as the company shall reasonably request.
	3.10	Bidders shall submit proposals relating to the nature, conditions and modes of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid Price is envisaged.
4. One Bid per Bidder	4.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	4.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	4.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
5. Cost of Bidding	5.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the PRCL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding documents

6. Contents of Bidding Documents	6.1	The goods and related services required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents.
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		<p>In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued include:</p> <p>Section I -Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Forms – Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms</p>
	6.2	The number of copies to be completed and returned with the Bid is specified in the BDS .
	6.3	The PRCL is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, PRCL shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	6.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
7. Clarification of Bidding Documents	7.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the PRCL in writing or in electronic form that provides record of the content of communication at the Company's address indicated in the BDS .
	7.2	The PRCL will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 22.1 . However, this clause shall not apply in case of alternate methods of Procurement.
	7.3	Copies of the PRCL's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of company, the response of all such queries will also be available on the same link available at the website.
	7.4	Should the PRCL deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure.
	7.5	If indicated in the BDS , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	7.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting

		(without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective bidders who have obtained the bidding documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the PRCL exclusively through the use of an addendum. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder in any case.
8. Amendment of Bidding Documents	8.1	Before the deadline for submission of Bids, the PRCL for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	8.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the company. The Company shall promptly publish the addendum at the PRCL's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	8.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Company may, at its discretion, extend the deadline for the submission of Bids. Provided that the Company shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. Preparation of bids

9. Language of Bid	9.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the company shall be written in the English language unless specified in the BDS . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
10. Documents and Sample(s) Constituting the Bid	10.1	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with ITB 13 and 14 ; b) Documentary evidence established in accordance with ITB 12 that the Bidder is eligible and/or qualified for the subject bidding process; c) Bid security or Bid Securing Declaration furnished in accordance with ITB 17 ; d) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and

		e) Any other document required in the BDS .
11. Documents Establishing Eligibility of Goods/Services and Conformity to Bidding Documents	11.1	Pursuant to ITB 10 , the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods/services which the Bidder proposes to deliver/render.
	11.2	The documentary evidence of conformity of the goods/services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> a) a detailed description of the essential technical specifications and performance characteristics of the Goods and related services. b) An item-by-item commentary on the PRCL's Technical Specifications demonstrating substantial responsiveness of the Goods and related Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) Any other procurement specific documentation requirement as stated in the BDS.
	11.3	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
12. Documents Establishing Eligibility and Qualification of the Bidder	12.1	Pursuant to ITB 10 , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	12.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the company that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of company that: <ul style="list-style-type: none"> a) The Bidder has the financial, and technical, capability necessary to perform the Contract, meets the qualification criteria specified in BDS. b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
13. Form of Bid	13.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
14. Bid Prices	14.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price, Schedules shall conform to the requirements specified below in ITB Clause 14 or exclusively mentioned hereafter in the bidding documents.
	14.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.

	14.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ul style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, <p>the company may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	14.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 14.1 shall be the total price of the Bid, excluding any discounts offered.
	14.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods and related service it proposes to deliver/render under the contract.
	14.6	Prices indicated on the Price Schedule shall be entered separately.
	14.7	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the company. This, shall not in any way limit the company's right to contract on any of the terms and conditions offered:</p> <p>For Goods</p> <ul style="list-style-type: none"> i. The price of goods and services, quoted as per applicable INCO-TERMS as specified in the BDS ii. All custom duties, sales tax, and other taxes applicable on goods, or the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and
	14.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27.
	14.9	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
15. Bid Currencies	15.1	Prices shall be quoted in the following currencies: The prices shall be quoted in Pakistani Rupees or any other freely convertible currency.
16. Bid Validity Period	16.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the company. A Bid valid for a shorter period shall be rejected by the PRCL as

		non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	16.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the company may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 17 in all respects.
	16.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
17. Bid Security or Bid Securing Declaration	17.1	Pursuant to ITB 10 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the company and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms) .
	17.2	The Bid Security or Bid Securing Declaration is required to protect the company against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 17.9 .
	17.3	The Bid Security shall be in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a bank guarantee, an irrevocable letter of credit issued by a Scheduled/Non-Schedule bank in the form provided in the Bidding Documents or another form acceptable to the company and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; a) a cashier's or certified Cheque; or b) another security if indicated in the BDS .
	17.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Company prior to the Bid Submission.

	17.5	The Bid Security shall be payable promptly upon written demand by the Company in case any of the conditions listed in ITB 17.9 are invoked.
	17.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the company as non-responsive, pursuant to ITB 27 .
	17.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the pursuant to ITB 16 .
	17.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 40 , or furnishing the performance security (or guarantee), pursuant to ITB 41 .
	17.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i. withdraws its Bid during the period of Bid Validity as specified by the company, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2 ; or ii. does not accept the correction of errors pursuant to ITB 29.3 ; or b) in the case of a successful Bidder, if the Bidder fails: i. to sign the contract in accordance with ITB 40 ; or ii. to furnish performance security (or guarantee) in accordance with ITB 41 .
18. Alternative Bids by Bidders	18.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 18.2 shall prevail.
	18.2	When alternative schedule for delivery of goods and related services is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of goods and related services.
	18.3	If so allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the company, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the company.
19. Withdrawal, Substitution and Modification of Bids	19.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and

		the corresponding substitution or modification must accompany the respective written notice.
	19.2	Bids requested to be withdrawn in accordance with ITB 19.1 shall be returned unopened to the Bidders.
20. Format and Signing of Bid	20.1	The Bidder shall prepare an original as indicated in the BDS , clearly marking "ORIGINAL".
	20.2	The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	20.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

D. Submission of bids

21. Sealing & Marking of Bids	21.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope and resealing can be achieved undetected. Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule 36 of PPR-2004.
	21.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> a. be addressed to the company at the address provided in the Bidding Data; b. bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. Pursuant to ITB 22.1. c. In addition to the identification required in Sub-Clause 20.2 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.23. d. If all envelopes are not sealed and marked as required by ITB 21.2, ITB 21.3 and ITB 21.4 or incorrectly marked, the company will assume no responsibility for the misplacement or premature opening of Bid.
22. Deadline for Submission of Bids	22.1	Bids shall be received by the company no later than the date and time specified in the BDS.
	22.2	The PRCL may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the company and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
23. Late Bids	23.1	The PRCL shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22 .

	23.2	Any Bid received by the Company after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
24. Withdrawal of Bids	24.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid is received by the company prior to the deadline for submission of Bids.
	24.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 21 .

E. Opening and Evaluation of Bids

25. Opening of Bids	25.1	The PRCL will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register/sheet as proof of their attendance.
	25.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	25.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	25.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	25.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the company may consider appropriate, will be announced by the Procurement Evaluation Committee.
	25.6	In case of Single Stage Two Envelope Procedure, the PRCL will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a

		legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the company until the specified time of their opening.
	25.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) Whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the company may consider appropriate.
	25.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, Irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	25.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the company against any claim or failure to read out the correct information contained in the Bidder's Bid.
	25.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 23 .
	25.11	The PRCL shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	25.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	25.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	25.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the company, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders' subject to redress of the grievances from all tiers of grievances.
26. Confidentiality	26.1	Information relating to the examination, Clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	26.2	Any effort by a Bidder to influence the company processing of Bids or award decisions may result in the rejection of its Bid.

	26.3	Notwithstanding ITB 26.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the company on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
27. Clarification of Bids	27.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the company may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the company shall not be considered.
	27.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the company in the evaluation of Bids should be sought in accordance with ITB 30 .
	27.3	The alteration or modification in the bid which in any case affects the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> i. evaluation & qualification criteria; ii. required scope of work or specifications; iii. all securities requirements; iv. tax requirements; v. Terms and conditions of bidding documents. vi. change in the ranking of the bidder
	27.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the company on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
28. Preliminary Examination of Bids	28.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul style="list-style-type: none"> i. meets the eligibility criteria defined in ITB 3 and ITB 4; ii. has been prepared as per the format and contents defined by the company in the Bidding Documents; iii. has been properly signed; iv. is accompanied by the required securities; and v. Is substantially responsive to the requirements of the Bidding Documents. <p>The PRCL's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	28.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services;

		<p>b) limits in any substantial way, inconsistent with the Bidding Documents, the company's rights or the Bidders obligations under the Contract; or</p> <p>c) If rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</p>
	28.3	The company will confirm that the documents and information specified under ITB 10, 11 and 12 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	28.4	The PRCL may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	28.5	Provided that a Technical Bid is substantially responsive, the company may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	28.6	Provided that a Technical Bid is substantially responsive, the company shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	28.7	If a Bid is not substantially responsive, it will be rejected by the company and may not subsequently be evaluated for complete technical responsiveness.
29. Examination of Terms and Conditions; Technical Evaluation	29.1	The company shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	29.2	The company shall evaluate the technical aspects of the Bid submitted in accordance with ITB 21 , to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	29.3	If after the examination of the terms and conditions and the technical evaluation, the company determines that the Bid is not substantially responsive in accordance with ITB 28 , it shall reject the Bid.
30. Correction of Errors	30.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <p>a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the company there is</p>

		<p>an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>d) where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p>
	30.2	The amount stated in the Bid will, be adjusted by the company in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 17.9 .
31. Conversion to Single Currency	31.1	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
	31.2	The company shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 28 .
	31.3	In evaluating the Technical Proposal of each Bid, the company shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	31.4	The comparison shall be between the EXW price of the goods and related services offered from within Pakistan, such price to include all costs, as well as duties and taxes.
32. Evaluation of Bids	32.1	<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 14.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 31.5:</p> <p>a) Cost of Inland transportation, insurance and other costs within the Pakistan incidental to delivery of the goods to their destination</p> <p>b) delivery schedule offered in the Bid;</p> <p>c) deviations in payment schedule from that specified in the Special Conditions of Contract;</p> <p>d) the cost of components, mandatory spare parts, and service</p> <p>e) The availability in Pakistan of spare parts and after sale services for the equipment offered in the Bid</p> <p>f) The projected operating maintenance costs during the life of the equipment</p> <p>g) The performance and productivity of the equipment offered; and/or</p>

		h) Other specific criteria indicated in the TBS and/or in the Technical Specifications.
	32.2	For factors retained in BDS , pursuant to ITB 32.5 one or more of the following quantification methods will be applied, as detailed in the BDS : a) <i>Delivery schedule.</i> <ul style="list-style-type: none"> The Company requires that the goods and related services under the Invitation for Bids shall be delivered/ rendered (shipped) at the time specified in the Schedule of Requirements. <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
	32.3	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS .
33. Domestic Preference	33.1	If the BDS so specifies, the company will grant a margin of preference to certain goods/services in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
34. Determination of Most Advantageous Bid	34.1	In case where the company adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
35. Post-Qualification of Bidder and/or Abnormality low Financial Proposal	35.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the company shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS .
	35.2	Where the Bid price is considered to be abnormally low, the PRCL will perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: <ul style="list-style-type: none"> a) The company may reject a Bid if the company has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract. b) Before rejecting an abnormally low Bid the company shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;

		<p>c) The decision of the company to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;</p> <p>d) The Company shall not incur any liability solely by rejecting abnormally Bid; and</p> <p>e) An abnormally low Bid means, in the light of the Company's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ol style="list-style-type: none"> i. Comparing the bid price with the cost estimate; ii. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and iii. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	35.3	The Company will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 12.3.
	35.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 12.3, as well as such other information as the company deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications. -
	35.5	The Company may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.
	35.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the company will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

36. Criteria of Award	36.1	<p>Subject to ITB 35 and 37, the Company will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <ol style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
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37. Negotiations	37.1	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <ul style="list-style-type: none"> a) a minor alteration to the technical details of the statement of requirements; b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents c) a minor amendment to the special conditions of Contract; d) finalizing payment arrangements; e) delivery arrangements; f) the methodology for provision of related services; or g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	37.2	Where negotiation fails to result into an agreement, the company may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the company shall not reopen earlier negotiations.
38. Procuring Agency's Right to reject all Bids	38.1	Notwithstanding ITB 36 , the company reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the company the justification of those grounds.
	38.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	38.3	The Company shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds
39. Procuring Agency's right to vary quantities at the time of Award	39.1	The PRCL reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
40. Notification of Award	40.1	Prior to the award of contract, the company shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	40.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Company prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Company will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	40.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 41 and signing of the contract in accordance with ITB 40.2 .
	40.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 42, the company will promptly notify

		each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 16.7 .
41. Signing of Contract	41.1	Promptly after notification of award, the company shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	41.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the PRCL will sign the contract.
	41.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
42. Performance Security (or Guarantee)	42.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the company a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	42.2	<p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> a) certified Cheque, cashier's or manager's Cheque, or bank draft; b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or d) Surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan. Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.</p>
43. Advance Payment	43.1	The advance payment will not be provided in normal circumstances.
	43.2	The Company will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods/Services. These expenses will relate to the purchase of equipment, machinery, materials, and/or on the engagement of labor

		during the first month beginning with the date of the Company's "Notice to Commence" as specified in the SCC.
44. Arbitrator	44.1	The Arbitrator shall be appointed by mutual consent of the both the parties as per the provisions specified in the SCC.
45. Corrupt & Fraudulent Practices	45.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

46. Constitution of Grievance Redressal	46.1	PRCL shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of members with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.
47. GRC Procedure	47.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	47.2	Any Bidder feeling aggrieved by any act of the company after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	47.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	47.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.
	47.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	47.6	Any bidder or the company not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the prescribed fee.
	47.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	47.8	The committee shall call the record from the concerned company or the GRC as the case may be, and the same shall be provided within prescribed time.
	47.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	47.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H. Mechanism of Blacklisting

48. Mechanism of Blacklisting	48.1	The PRCL shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration;
	48.2	The show cause notice shall contain: <ul style="list-style-type: none"> (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Company proposes to debar the bidder or contractor from participating in any public procurement of the PRCL; and (c) The statement, if needed, about the intention of the Company to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	48.3	The company shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	48.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the company may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the company shall decide the matter on the basis of available record and personal hearing, if availed.
	48.5	In case the bidder or contractor submits written reply of the show cause notice, the company may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	48.6	The PRCL shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Company for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	48.7	The Company shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	48.8	The PRCL shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	48.9	Such blacklisting or barring action shall be communicated by the company to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record

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

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SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	Name of Procuring Agency: "Pakistan Reinsurance Company, Limited, Karachi" Procurement for: "UPGRADATION OF EXISTING HVAC SYSTEM AT PRCL, HOK" Expected duration of this Contract: "One Year as per warranty period"
2.	2.1 & 2.2	Financial year: 2023 Name and summary description of the Project: "UPGRADATION OF EXISTING HVAC SYSTEM AT PRCL, HOK" Name of financing institution: Self (PRCL) Name and identification number of the Contract: "PRC/PROC/HVAC/2023/01"
4.	3.1	Maximum number of members in the joint venture, consortium or association: N/A
5.	4.1	Ineligible country(s) are: India and Israel
6.	4.6	authorization by manufacturer: MUST
B. Bidding Documents		
7.	7.2	The number of documents to be completed and returned is one original only.
8.	8.1	The address for clarification of Bidding Documents is Procurement Specialist, 12th Floor, Administration Department, PRC Towers, Lalazar Drive, M.T Khan Road, Karachi.
	8.5	Pre-bid meeting: 13-02-2023 at 11:00am
C. Preparation of Bid		
9.	9.1	Language: English
10.	10.1 (b)	Detail of sample(s) to be submitted with the Bid are (not required)
11.	10.2 (b)	Characteristics: as per technical specification
12.	10.1 (h)	In addition to the documents stated in ITB 10 , any other relevant documents: as per technical specification
13.	11.3 (c)	Other procurement specific documentation requirements are: as per technical specification
14.	11.4	Spare parts required for years of operation: at the behest of the procuring agency
15.	12.3 (b)	The qualification criteria required from Bidders in ITB 12.3(b) is modified as follows: Original one is mandatory to follow
16.	14.9	The price shall be fixed.

17.	15.1 (a)	For goods/services originating in Pakistan the currency of the Bid shall be Pakistani Rupees or any other freely convertible currency.
18.	15.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
19.	17.1	The Bid Validity period shall be 120 days .
20.	17.1	The amount of Bid Security shall be Rs. 50,000/- Bid Securing Declaration is applicable: YES
21.	17.3	The Bid Security shall be in the form of bank guarantee or any other acceptable form
22.	17.3 (c)	Other forms of security are: Bid Securing Declaration
23.	18.1	Alternative Bids to the requirements of the Bidding Documents: not allowed.
24.	20.1	The number of copies of the Bid to be completed and returned shall be: ONE Original
25.	20.2	Written confirmation of authorization is: yes
D. Submission of Bids		
26.	21.2 (a)	Procurement Specialist Pakistan Reinsurance Company Limited 12th Floor, PRC Towers Lalazar Drive M.T Khan Road, Karachi
27.	21.2 (b)	Title of the subject Procurement or Project name: UPGRADATION OF EXISTING HVAC SYSTEM AT PRCL, HOK ITB title and No: PRC/PROC/HVAC/2023/01 Time and date for submission: Up-to 11:00am on 21-02-2023
28.	22.1	The deadline for Bid submission is: Up-to 11:00am on 21-02-2023
E. Opening and Evaluation of Bids		
		The Bid opening shall take place at: Street address: <i>Lalazar Drive, M.T Khan Road</i> Building/Plot No.: <i>PRC Towers</i>
29.	25.1	Floor/Room No: <i>14th Floor, Board Room</i> City/Town: <i>Karachi</i> Country: <i>Pakistan</i> At 11:30am on February 21 st , 2023
30.	31.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pak Rupee The source of exchange rate shall be: SBP

		The date of exchange rate shall be: the day of Financial opening of the bids
31.	34	Evaluation Techniques <u>Least Cost Based Selection (LCBS)</u> After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
32.	33.4 (h)	Other specific criteria are: as per technical evaluation criteria only
33.	32.5 (a)	Inland transportation from EXW/port of entry/border point to PRCL: Each and every cost should be included in bid price.
34.	32.5 (b)	Delivery schedule: as per schedule of requirement
35.	32.5 (c) (ii)	Deviation in payment schedule: N/A
36.	32.5 (d)	Cost of spare parts after maintenance completion: N/A
37.	32.5 (e)	After sales service facilities in Pakistan: as per warranty period
38.	32.5 (f)	Operating and maintenance costs: Only in case of SLA.
39.	32.5 (g)	Performance and productivity of equipment: as per technical criteria
40.	32.5 (h)	Specific additional criteria to be used in the evaluation: Only Technical Specifications and evaluation criteria
41.	32.6	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid: Least Cost Selection
42.	33.1	Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
F. Award of Contract		
43.	39.1	Percentage for quantity increase or decrease is 15%
44.	42.1	The Performance Security (or guarantee) shall be @10% of contract amount.
45.	42.2	The Performance Security (or guarantee) shall be in the form of bank guarantee or any other acceptable form
46.	43.1	The Advance Payment if essential/applicable shall be limited to 10% of contract price.
47.	43.2	Maximum amount of Advance payment if applicable shall be 10% of contract price.
48.	44.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
49.	48.1	The address of the Procuring Agency Procurement Department, 12th Floor, PRC Towers, 32-A, Lalazar Drive, M.T Khan Road, Karachi
		The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

SECTION IV. EVALUATION CRITERIA

1. The Technical Qualification will be based on compliance-based method. The bidder must meet eligibility criteria/technical evaluation criteria making it eligible for financial evaluation.
2. Financial Proposal of only the technically qualified bidders will be opened and the bid(s) found to be the most advantageous shall be accepted.
3. The most advantageous bidder will be determined based on Least Cost Selection (LCS).

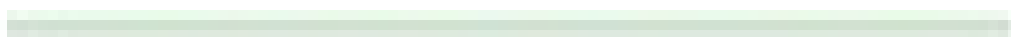


Table of Forms

A. Technical Proposal Forms

- **TECH. 1:** Authorization Form for Bidder's Representative
- **TECH. 2:** Letter of Bid (Primary Procurement)
- **TECH. 3:** Bid-Securing Declaration Form
- **TECH. 4:** Declaration of Beneficial Owners' Information
- **TECH. 5:** Technical Evaluation Criteria
- **TECH. 6:** Technical Responsiveness/Compliance Form

B. Financial Proposal Forms

- **FIN. 1:** Letter of Financial Proposal (Primary Procurement)
- **FIN. 2:** Price Schedule (Framework Agreement)

Note

- i. *Every page of the Original Bid must be signed and stamped and additional copies must be made from the original proposal.*
- ii. *One (1) original and only one (1) copy of the bid should be submitted.*
- iii. *For evaluation purposes, the Procuring Agency may require a softcopy of the Technical Proposal, only after the opening of the Bids/Technical Proposals on a specified date, time and venue.*

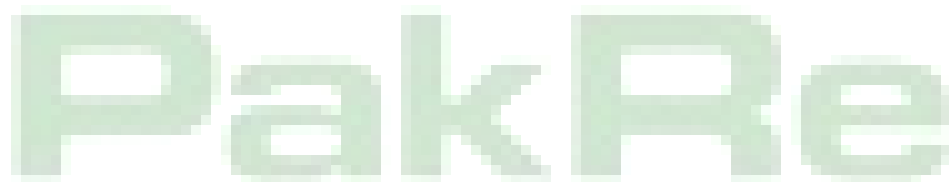
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TECHNICAL PROPOSAL FORMS**TECH.1: AUTHORIZATION FORM FOR BIDDER'S REPRESENTATIVE****Date:** _____ 2023**Title:** Upgradation of Existing HVAC System at PRCL, HOK**Bid No.:** PRC/PROC/HVAC/2023/01

We, **M/s <Firm Title>**, incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at <**complete business address**> do hereby nominate **Mr./Ms. <Complete Name>**, <**Designation**>, CNIC# <xxxxx-xxxxxxx-x> as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder: _____

Date: _____

The logo for PakRe features a stylized green sun or circular emblem above the word "PakRe" in a bold, green, sans-serif font. A thick green horizontal line is positioned below the text.

TECH.2: LETTER OF BID

Date: _____ 2023

Title: Upgradation of Existing HVAC System at PRCL, HOK

Bid No.: PRC/PROC/HVAC/2023/01

To

The Chief Executive Officer
Pakistan Reinsurance Company Limited
Karachi

We, the undersigned, declare that:

- (a) **No reservations:** We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 7**);
 - (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**;
 - (c) **Eligible Services:** the Services that we may supply shall be provided in accordance with **ITB 4** and Section VI, Eligible Countries.
 - (d) **Bid Securing Declaration:** "We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration in Pakistan.
 - (e) **Conformity:** We offer to supply, in conformity with the Bidding Documents and accordance with Part B (Schedule of Requirements) of the Bidding Documents;
 - (f) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 17.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - (g) **Performance Guarantee:** If our Bid is accepted, we will be compliant to provide a performance guarantee;
 - (h) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are/ not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
 - (i) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise*];
 - (j) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency to avail of Services during the Term of the Agreement.
 - (k) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bids without assigning any justification as per Public Procurement Rules 2004.
-

- (I) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Sincerely,


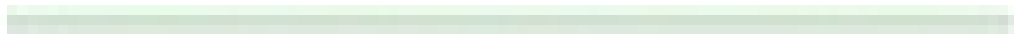
Name of the Bidder: [insert complete name of the Bidder]

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

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

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

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

The logo for PakRe features a stylized green 'P' and 'R' that form a circular shape around the word 'PakRe'. The word 'PakRe' is written in a bold, green, sans-serif font. Below the text is a thick, horizontal green bar.

Tech. 3 – Bid-Securing Declaration

Date: _____ 2023

Title: Upgradation of Existing HVAC System at PRCL, HOK

Bid No.: PRC/PROC/HVAC/2023/01

To

The Chief Executive Officer
Pakistan Reinsurance Company Limited
Karachi

We, the undersigned, declare that:

We understand that, according to your conditions, a Bid Securing Declaration must support the Bid.

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

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreed to an arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity;
 - i. Failed to sign the contract if required by Procuring Agency to do so, or
 - ii. Failed or refused to furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

Sincerely,

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

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

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

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

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

TECH.4 - DECLARATION OF BENEFICIAL OWNERS' INFORMATIONUnder Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022 of Public Procurement Regulatory Authority

1. Name	
2. Father's Name/Spouse's Name	
3. CNIC/NICOP/Passport no.	
4. Nationality	
5. Residential address	
6. Email address	
7. The date on which shareholding, control, or interest was acquired in the business.	

8. In case of indirect shareholding, control, or interest being exercised through intermediary companies, entities, or other legal persons or legal arrangements in the chain of ownership or control, the following additional particulars are to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/ Limited Liability Partnership/ Association of Persons/ Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding the number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total number of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s)

Name of Authorized Person: _____

Signature: _____

Date: _____

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TECH.5: TECHNICAL EVALUTION FORM/CRITERIA**Date:** _____ 2023**Title:** Upgradation of Existing HVAC System at PRCL, HOK**Bid No.:** PRC/PROC/HVAC/2023/01

The technical bids will be evaluated on compliance-based method.

S#	Criteria	Supporting Document	Compliance (Yes/No)
1.	NTN / GST Certificate	FBR Certificate	
2.	Valid accreditation with Pakistan Engineering Council.	Reg. certificate from PEC	
3.	Bid Security or Bid Securing Declaration	As per sample in SBD	
4.	An under taking that the firm has never been blacklisted by any organization in the past	Affidavit	
5.	Experience Certificates of the firm for maintenance and services of HVAC Plant (min 5 certificates)	Work completion/satisfactory performance certificates from procuring agencies	
6.	Administrative / Technical Staff Details	CVs/Details on Company letterhead	
7.	Financial Soundness Certificate from Bank / Current Bank Statements to the satisfaction of the employer (Minimum 10 Million turnover of last 03 years)	Returns/Audited Statements for the satisfaction of procuring agency	
8.	Attested copy of Power of Attorney in case of Joint venture	As stated	
9.	A detailed description of the approach methodology and proposed work plan for performing the assignment / services.	To be provided by the bidder	
10.	Bidder should have minimum 10 years relevant experience	Mandatory	
11.	The bidder must be Original Equipment Manufacturer (OEM) or their authorized dealer/agent/partner for parts of HVAC.	Mandatory certificates	
12.	List of available equipment with the bidder	Mandatory	

Note: The bidder who is declared compliant will qualify for financial opening.

TECH.6: TECHNICAL RESPONSIVENESS/COMPLIANCE FORM**Date:** _____ 2023**Title:** Upgradation of Existing HVAC System at PRCL, HOK**Bid No.:** PRC/PROC/HVAC/2023/01

To

The Chief Executive Officer
Pakistan Reinsurance Company Limited
Karachi

We, the undersigned, unconditionally accept all stated Terms and Conditions under **ITB 5 - Parts/Sections of the Bidding Documents**, reproduced as under,

Description	Bidder Response (Yes/No)
PART A - BIDDING PROCEDURE & REQUIREMENTS <ul style="list-style-type: none"> • Section I - Invitation to Bid • Section II - Instructions to Bidders (ITB) • Section III - Bidding Data Sheet (BDS) • Section IV - Evaluation Criteria • Section V - Eligible Countries 	
PART B - SPECIFICATION & SCHEDULE OF REQUIREMENTS <ul style="list-style-type: none"> • Section VI - Technical Specification and Schedule 	
PART C - PROCURING AGENCY FORMS <ul style="list-style-type: none"> • Section VII - Standard Forms 	
PART D - FRAMEWORK AGREEMENT (FA) <ul style="list-style-type: none"> • Section VIII - General Conditions of Contract (GCC) • Section IX - Special Conditions of Contract (SCC) • Section X - Contract Form 	

Official Seal & Signature of Bidder: _____**Date:** _____

FINANCIAL PROPOSAL FORMS**FIN.1: LETTER OF FINANCIAL PROPOSAL**

Date: _____ 2023

Title: Upgradation of Existing HVAC System at PRCL, HOK

Bid No.: PRC/PROC/HVAC/2023/01

To,

The Chief Executive Officer
Pakistan Reinsurance Company Limited

We, the undersigned, declare that:

- (a) **Letter of Bid:** We confirm and comply with all requirements of the Letter of Bid.
- (b) **Bid Price:** "The total price of our Bid as per the Price Schedule (Single Supplier Framework Agreement)

Sincerely,

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

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

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

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

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

Fin. 2 – Price Schedule**Date:** _____ 2023**Title:** Upgradation of Existing HVAC System at PRCL, HOK**Bid No.:** PRC/PROC/HVAC/2023/01**Note: The below-mentioned spare parts of all categories must be TRANE USA or equivalent.****1 COOLING TOWER**

S#	PARTICULARS	QTY	UNIT	RATE	TOTAL (Rs.)
1	Dismantling of fan blades, hub, shaft-casing/bearing housing & Pulley	1	No.		
2	New making of fan shaft	1	No		
3	Rebuilding of bearing housing thru lathe-turning	1	No		
4	Replacement of all-new bearings, grease seals and V-belts	1	Lot		
5	Refitting of all newly built and re-built components of Fan	1	Job		
6	Refitting of fan back into the CT-Cell.	1	Job		
7	Connections and test-running	1	Job		
8	REWINDING of the cell #1 fan MOTOR--25-HP, 1440 rpm, 3 phase	1	Job		
9	Labor charges for Dismounting of Motor from cooling Tower TOP + 15th floor and Mounting back on.	1	Job		
10	Both cell #1 & 2 motors complete dismantling	2	Job		
11	Replacement of New 7" Dia pulleys	2	Nos.		
12	New connection boxes, new connection terminal blocks (Non-Ferrous)	4	Nos.		
13	Replacement of all new bearings	4	Nos.		
14	Scraping of old paint flakes	2	Jobs		
15	Application of anti-rust base coat and paint --Motor + Block-frame	2	Jobs		
16	Re-fitting of motors on block-frames & refitting in each cell.	2	Jobs		
17	Connections and test running	2	Jobs		
18	Supply of 22 KW (~30-HP) Variable Frequency Drives with all internal electrical and thermal safety components	2	Nos.		
19	Dismantling of existing Time Delay Relays, redundant Secondary Contactors, wirings	1	Job		
20	Routing of Power supply ---To the adjacent STORE-room	1	Job		
21	Fixing of VFDs on side wall	2	Nos.		
22	Wiring/Connections of primary and controlling components	2	Jobs		
23	Parameters-Locking of limit and checks thru programmable variants	2	Jobs		
24	Test-Running and accompanying with the rest of the AC Plant/system	1	Job		
Total A (Rs.)					

2 BOILER

S#	PARTICULARS	QTY	Unit	RATE	TOTAL (Rs.)
1	Conversion of existing (Gas firing) mode on diesel thru controlling	1	Job		
2	Restoration & inspection of functioning of diesel fuel supply and lines	1	Job		
3	Cleaning of OHT for diesel supply	1	Job		
4	Test Firing of boiler on diesel and calibration of controls and safeties.	1	Job		
5	Running/firing of boiler should be instant interchangeable on gas-Diesel	1	Job		
6	Inspection of control panel	1	Job		
7	Inspection of steam output.	1	Job		
8	~Maintenance of boiler for full season running to the satisfaction of boiler running directives as given by Sind boiler inspection authorities.	1	Job		
Total B (Rs.)					

3 CHILLER

S#	PARTICULARS	QTY	Unit	RATE	TOTAL (Rs.)
1	Chiller's main pump MOTOR dismantling	1	Job		
2	Chiller's pump ASSEMBLY dismantling	1	Job		
3	Motor-side broken allen-head bolts removal	1	Job		
4	Pump assembly cover-side broken bolts removal	1	Job		
5	Drilling tapping restoration of all holes	1	Job		
6	Refitting of both pump assembly and motor	1	Job		
7	Checking for solution salt, rust-accumulation etc.	1	Job		
8	Re-connection and test running	1	Job		
9	Dismantling of all chilled water lines and jackets	1	Lot		
10	Dismantling of all condenser water lines and jackets	1	Lot		
11	Inspection of tubes for sludge/choking	1	Job		
12	Chemical de-scaling of chilled water tubes	1	Job		
13	Brushing of condenser water lines	1	Job		
14	Refitting of both chilled and condenser water lines and jackets	1	Job		
15	Refilling of lines with water and checking for leakages	1	Job		
16	Re-connection and test running	1	Job		
17	Shaft Seals---"side"	2	Nos.		
18	Shaft Seal----"Centre"	1	No.		
19	Neoprene "O"-Ring----Bearing housing end	1	No.		
20	Neoprene "O"-Ring----Motor Mounting end	1	No.		

21	Neoprene "O"-Ring----Filter bowl	1	No.		
22	Diaphragm---Manifold Ckt	4	Nos.		
23	Diaphragm---Heat Exchanger & Service valve of Solution pump	4	Nos.		
24	Evacuation Valve	1	No.		
25	Removal of Libr and Refrigerant from the chiller	1	Job		
26	Leak testing of chiller tubes (Dry Nitrogen)	1	Job		
27	Removal of Solution pump motor	1	Job		
28	Replacement of seals, 'O' Rings,	1	Job		
29	Replacement of Diaphragms--around the chiller	1	Job		
30	Cleaning of manifold circuit	1	Job		
31	Internal washing of chiller with Lithium Hydroxide	1	Job		
32	Servicing, Cleaning of economizer valve	1	Job		
33	Checking /Working of PCL Valve	1	Job		
34	Leak testing of chiller with Dry Nitrogen	1	Job		
35	Evacuating the chiller	1	Job		
36	Charging of Libr and Refrigerant	1	Job		
37	Restoration of electrical panel (Auto mode)	1	Job		
38	Calibration of all controls	1	Job		
39	Commissioning of chiller	1	Job		
40	Removal of extra water from chiller by trimming of machine	1	Job		
41	Balancing/adjustment of solution concentrations	1	Job		
42	Nitrogen cylinders deployment (4-cyl...approx.)	4	Nos.		
43	Charging of inhibitors --Octyl Alcohol & Lithium Nitrate	1	Job		
44	Final trimming of chiller.	1	Job		
Total C (Rs.)					

Total Cost of Project (A+B+C)	
--------------------------------------	--

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

SECTION V: ELIGIBLE COUNTRIES

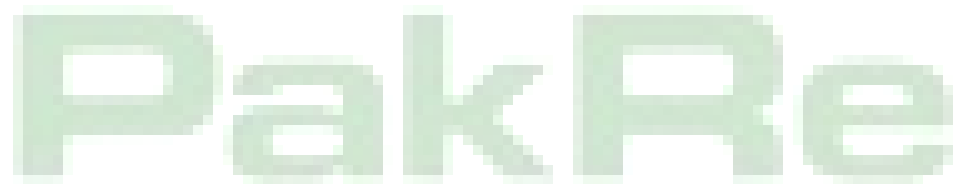
All the consultants are allowed to participate in the subject procurement without regard to nationality, except consultants of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

The logo for PakRe features a stylized green outline of the Pakistani flag's crescent and star above the word "PakRe" in a bold, green, sans-serif font. A thick green horizontal line is positioned below the text.

PakRe

SECTION VI: TECHNICAL SPECIFICATION AND SCHEDULE OF REQUIREMENTS

Note: The below-mentioned spare parts of all categories must be TRANE USA or equivalent.

1 COOLING TOWER

S#	PARTICULARS	QTY	UNIT	Compliance (Yes/No)
1	Dismantling of fan blades, hub, shaft-casing/bearing housing & Pulley	1	No.	
2	New making of fan shaft	1	No	
3	Rebuilding of bearing housing thru lathe-turning	1	No	
4	Replacement of all-new bearings, grease seals and V-belts	1	Lot	
5	Refitting of all newly built and re-built components of Fan	1	Job	
6	Refitting of fan back into the CT-Cell.	1	Job	
7	Connections and test-running	1	Job	
8	REWINDING of the cell #1 fan MOTOR--25-HP, 1440 rpm, 3 phase	1	Job	
9	Labor charges for Dismounting of Motor from cooling Tower TOP + 15th floor and Mounting back on.	1	Job	
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12	New connection boxes, new connection terminal blocks (Non-Ferrous)	4	Nos.	
13	Replacement of all new bearings	4	Nos.	
14	Scraping of old paint flakes	2	Jobs	
15	Application of anti-rust base coat and paint --Motor + Block-frame	2	Jobs	
16	Re-fitting of motors on block-frames & refitting in each cell.	2	Jobs	
17	Connections and test running	2	Jobs	
18	Supply of 22 KW (~30-HP) Variable Frequency Drives with all internal electrical and thermal safety components	2	Nos.	
19	Dismantling of existing Time Delay Relays, redundant Secondary Contactors, wirings	1	Job	
20	Routing of Power supply ---To the adjacent STORE-room	1	Job	
21	Fixing of VFDs on side wall	2	Nos.	
22	Wiring/Connections of primary and controlling components	2	Jobs	
23	Parameters-Locking of limit and checks thru programmable variants	2	Jobs	
24	Test-Running and accompanying with the rest of the AC Plant/system	1	Job	

2 BOILER

S#	PARTICULARS	QTY	Unit	RATE	TOTAL (Rs.)
1	Conversion of existing (Gas firing) mode on diesel thru controlling	1	Job		
2	Restoration & inspection of functioning of diesel fuel supply and lines	1	Job		
3	Cleaning of OHT for diesel supply	1	Job		
4	Test Firing of boiler on diesel and calibration of controls and safeties.	1	Job		
5	Running/firing of boiler should be instant interchangeable on gas-Diesel	1	Job		
6	Inspection of control panel	1	Job		
7	Inspection of steam output.	1	Job		
8	~Maintenance of boiler for full season running to the satisfaction of boiler running directives as given by Sind boiler inspection authorities.	1	Job		

3 CHILLER

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2	Chiller's pump ASSEMBLY dismantling	1	Job		
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4	Pump assembly cover-side broken bolts removal	1	Job		
5	Drilling tapping restoration of all holes	1	Job		
6	Refitting of both pump assembly and motor	1	Job		
7	Checking for solution salt, rust-accumulation etc.	1	Job		
8	Re-connection and test running	1	Job		
9	Dismantling of all chilled water lines and jackets	1	Lot		
10	Dismantling of all condenser water lines and jackets	1	Lot		
11	Inspection of tubes for sludge/choking	1	Job		
12	Chemical de-scaling of chilled water tubes	1	Job		
13	Brushing of condenser water lines	1	Job		
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19	Neoprene "O"-Ring----Bearing housing end	1	No.		
20	Neoprene "O"-Ring----Motor Mounting end	1	No.		


21	Neoprene "O"-Ring----Filter bowl	1	No.		
22	Diaphragm---Manifold Ckt	4	Nos.		
23	Diaphragm---Heat Exchanger & Service valve of Solution pump	4	Nos.		
24	Evacuation Valve	1	No.		
25	Removal of Libr and Refrigerant from the chiller	1	Job		
26	Leak testing of chiller tubes (Dry Nitrogen)	1	Job		
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28	Replacement of seals, 'O' Rings,	1	Job		
29	Replacement of Diaphragms--around the chiller	1	Job		
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31	Internal washing of chiller with Lithium Hydroxide	1	Job		
32	Servicing, Cleaning of economizer valve	1	Job		
33	Checking /Working of PCL Valve	1	Job		
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35	Evacuating the chiller	1	Job		
36	Charging of Libr and Refrigerant	1	Job		
37	Restoration of electrical panel (Auto mode)	1	Job		
38	Calibration of all controls	1	Job		
39	Commissioning of chiller	1	Job		
40	Removal of extra water from chiller by trimming of machine	1	Job		
41	Balancing/adjustment of solution concentrations	1	Job		
42	Nitrogen cylinders deployment (4-cyl...approx.)	4	Nos.		
43	Charging of inhibitors --Octyl Alcohol & Lithium Nitrate	1	Job		
44	Final trimming of chiller.	1	Job		

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SCHEDULE OF REQUIREMENT/DELIVERY SCHEDULE

The delivery schedule expressed as weeks / months stipulates hereafter a delivery date which is the date of delivery required to Pakistan Reinsurance Company, Head Office, Karachi and North Zonal Office, Lahore.

S.#	Required Delivery/ Schedule of service(s) from the Date of Notification of Award
01	60 Days

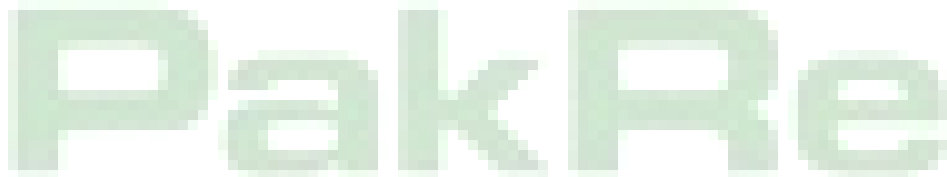


The logo for PakRe features a stylized green emblem above the company name 'PakRe' in a bold, green, sans-serif font. A horizontal green line is positioned below the text.

SECTION VII: STANDARD FORMS

SINGLE STAGE SINGLE ENVELOPE PROCEDURE

- Bid Forms
 - Letter of Bid – Technical Proposal
 - Letter of Bid - Financial Proposal
- Bidder Information Form
- Bidder's JV Members Information Form
- Price Schedule: Goods
- Price and Completion Schedule - Related Services
- Bid Bond (Bid Securing Declaration)
- Manufacturer's Authorization Form

The logo for PakRe, featuring the word "PakRe" in a large, bold, green, sans-serif font. Above the text is a stylized green graphic consisting of several curved lines that suggest a sun or a globe. Below the text is a thick, solid green horizontal bar.

LETTER OF BID – TECHNICAL PROPOSAL**Date:** _____ 2023**Title:** Upgradation of Existing HVAC System at PRCL, HOK**Bid No.:** PRC/PROC/HVAC/2023/01**To: Pakistan Reinsurance Company Limited**

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

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Company based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Company's country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PRCL. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution:** We are/ not a state-owned enterprise or institution but meet the requirements of subject tender.
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that

no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

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

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

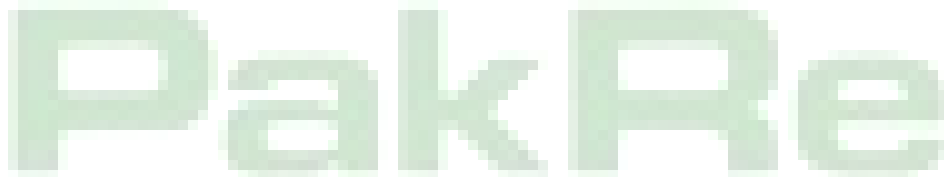
Title of the person signing the Bid: [insert complete title of the person signing the Bid]

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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



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LETTER OF BID - FINANCIAL PROPOSAL**Date:** _____ 2023**Title:** Upgradation of Existing HVAC System at PRCL, HOK**Bid No.:** PRC/PROC/HVAC/2023/01**To: Pakistan Reinsurance Company Limited**

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 16.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item below is:

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

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

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

- (c) **Discounts:** The discounts offered and the methodology for their application are:

- (i) The discounts offered are: *[Specify in detail each discount offered]*

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of	Address	Reason	Amount

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

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

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

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

****** *[insert complete name of person duly authorized to sign the Bid]*

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

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BIDDER INFORMATION FORM**Date:** _____ 2023**Title:** Upgradation of Existing HVAC System at PRCL, HOK**Bid No.:** PRC/PROC/HVAC/2023/01

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. Establishing that the Bidder is not under the supervision of the PRCL.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM OF BID SECURITY**(Bank Guarantee)**

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of

(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

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

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

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

[Signature(s)]

FORM OF BID SECURITY (BID BOND)

BOND NO. _____

BY THIS BOND [*name of Bidder*] as Principal (hereinafter called “the Principal”), and [*name, legal title, and address of surety*], **authorized to transact business in Pakistan** as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*name of Procuring Agency*] as Oblige (hereinafter called “the Purchaser”) in the sum of [*amount of Bond*]⁴ [*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the _____ day of _____, 2022, for the supply of [*name of Contract*] (hereinafter called the “Bid”).

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

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

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

1. The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

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

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

Principal: _____ Surety: _____

Apply Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

PakRe

FORM OF BID-SECURING DECLARATION

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

Date: _____ 2023

Title: Upgradation of Existing HVAC System at PRCL, HOK

Bid No.: PRC/PROC/HVAC/2023/01

To: *Pakistan Reinsurance Company Limited*

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the PRCL during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

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

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

MANUFACTURER'S AUTHORIZATION

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

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

No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *PAKISTAN REINSURANCE COMPANY LIMITED*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

SECTION VIII: GENERAL CONDITIONS OF THE CONTRACT**GENERAL CONDITIONS OF THE CONTRACT (GCC)**

1.	<u>Definitions</u>	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			a) “Authority” means Public Procurement Regulatory Authority.
			b) The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
			c) The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d) The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			e) “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f) “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			g) The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract (if any)
			h) “Defective Goods/Services” are those which are below standards, requirements or specifications stated by the Contract.
			i) “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
			j) “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions.
			k) “Procuring Agency” means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC .
l) “Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training,			

			initial maintenance and other such obligations of the Supplier covered under the Contract.
		m)	"GCC" mean the General Conditions of Contract contained in this section.
		n)	"Intended Delivery Date" is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC .
		o)	"SCC" means the Special Conditions of Contract.
		p)	"Supplier" means the individual private or government entity or a combination of the above that's Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
		q)	"Project Name" means the name of the project stated in SCC .
		r)	"Day" means calendar day.
		s)	"Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		t)	"End User" means the organization(s) where the goods will be used, as named in the SCC .
		u)	"Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied.
		v)	<p>"Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances</p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
		w)	"Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any

			modification or addition made or approved by the Procuring Agency.
		x)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
2.	<u>Application and Interpretation</u>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: <ol style="list-style-type: none"> 1. Form of Contract, 2. Special Conditions of Contract, 3. General Conditions of Contract, 4. Letter of Acceptance, 5. Certificate of Contract Commencement 6. Specifications 7. Contractor's Bid, and 8. Any other document listed in the Special Conditions of Contract as forming part of the Contract
3.	<u>Conditions Precedent</u>	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - <ol style="list-style-type: none"> a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	<u>Governing Language</u>	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation.
5.	<u>Applicable Law</u>	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

6.	<u>Country of Origin</u>	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	<u>Standards</u>	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA such standards shall be the latest issued by the concerned institution.
8.	<u>Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan</u>	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	<u>Patent and Copy Rights</u>	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	<u>Performance Security (or Guarantee)</u>	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .

		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified check.
		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
11.	<u>Inspections and Test</u>	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	<u>Packing</u>	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit,

			and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Procuring Agency.
13.	<u>Delivery and Documents</u>	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC .
		13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
		13.3	Documents to be submitted by the Supplier are specified in SCC .
14.	<u>Insurance</u>	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
15.	<u>Transportation</u>	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	<u>Related Services</u>	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :

			<p>a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;</p> <p>b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p>
			Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	<u>Spare Parts</u>	17.1	Only those parts that are mentioned in the BOQ.
18.	<u>Warranty/ Defect Liability Period</u>	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, + whichever period concludes earlier, unless specified otherwise in SCC .
		18.3	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.4	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

19.	<u>Payment</u>	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within thirty (30) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or a currency in which the payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20.		20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21.	<u>Change Orders</u>	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
		b)	The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the

			prevailing rates charged to other parties by the Supplier for similar services.
22.	<u>Contract Amendments</u>	22.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	<u>Assignment</u>	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	<u>Sub-Contracts</u>	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC Clause 5 .
25.	<u>Delay's in the Supplier's Performance</u>	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	<u>Liquidated Damages</u>	26.1	Subject to GCC Clause 28 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 26 .
27.	<u>Termination for Default</u>	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

		27.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <p>a) the Supplier fails to deliver any or all of the Goods or provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 24; or</p> <p>b) the Supplier fails to perform any other obligation(s) under the Contract;</p> <p>c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;</p> <p>d) The supplier has abandoned or repudiated the contract.</p> <p>e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</p> <p>f) a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;</p> <p>g) the Procuring Agency gives Notice that goods delivered or services provided with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and</p> <p>h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.</p>
		27.3	<p>For the purpose of this clause: "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004</p>
		27.4	<p>In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
28.	<u>Termination for Force Majeure</u>	28.1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion,</p>

			storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent)
		28.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29.	<u>Termination for Insolvency</u>	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30.	<u>Termination for Convenience</u>	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	<u>Disputes Resolution</u>	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the

			Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	<u>Procedure for Dispute Resolution</u>	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC .
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC .
		33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
		34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8 ,
		a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
		b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35.	<u>Notices</u>	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	<u>Taxes and Duties</u>	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
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SECTION IX: SPECIAL CONDITIONS OF THE CONTRACT

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<u>Definitions (GCC 1)</u>		
1.	1.1	The Procuring Agency is: <i>PAKISTAN REINSURANCE COMPANY LIMITED 12TH FLOOR, PRC TOWERS, LALAZAR DRIVE M.T KHAN ROAD, KARACHI</i>
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: <i>Upgradation of Existing HVAC System at PRCL, Head Office Karachi</i>
<u>Governing Language (GCC 4)</u>		
4.	4.1	The Governing Language shall be English.
<u>Applicable Law (GCC 5)</u>		
5.	5.1	The Applicable Law shall be: Laws of Pakistan
<u>Country of Origin (GCC 6)</u>		
6.	6.1	Country of Origin is Pakistan
<u>Performance Security (or guarantee) (GCC 10)</u>		
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: Ten (10) percent of the Contract Price
8.	10.4	N/A
<u>Inspection and Tests (GCC 11)</u>		
9.	11.1	Inspection and tests prior to final acceptance are: Yes
<u>Packaging (GCC Clause 12)</u>		
10.	12.2	The following SCC shall supplement GCC Clause 12.2: N/A
<u>Delivery and Documents (GCC Clause 13)</u>		
12.	13.3	<p>For Goods from within Pakistan:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:</p> <ul style="list-style-type: none"> (i) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) delivery note, railway receipt, or truck receipt; iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection

		<p>report; and</p> <p>(v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<u>Insurance (GCC Clause 14)</u>		
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.
<u>Related Service (GCC Clause 16)</u>		
14.	16.1	Related services to be provided are: As per agreement
<u>Spare Parts (GCC Clause 17)</u>		
15.	17.1	Related services to be provided are: Installations
<u>Warranty (GCC Clause 18)</u>		
16.	18.2	<p>GCC Clause 17.2—In partial modification of the provisions, the warranty period shall be One year. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p>Or</p> <p>(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.10 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4 & 18.5	The period for correction or defects in the warranty period is 01 year
<u>Payment (GCC Clause 19)</u>		
18.	19.1	<p>The method and condition of payment to be made to the Supplier under this contract shall be as follows:</p> <p>i. Advance Payment: N/A</p> <p>ii. Upon Delivery of items as per BOQ: 50% of contract price</p> <p>iii. Upon successful testing and commissioning of HVAC System: remaining 50% of contract price</p> <p>Payment of local currency portion shall be made in: Pak Rupees within thirty (30) days of presentation of invoice.</p>
Payment for Goods and Services supplied from within Pakistan:		

		Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be <i>[insert: rate]</i> .
		<u>Prices (GCC Clause 20)</u>
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. Not Applicable
		<u>Liquidated Damages (GCC Clause 26)</u>
21.	25.1	Applicable rate: 0.1% per day of undelivered materials/good's value Maximum deduction: is equal to the 10% of the contract amount.
		<u>Procedure for Dispute Resolution</u>
23.	32.3	<p>Dispute Resolution</p> <p>(a) <u>For Contracts to be entered with foreign Contractor/ Service Provider:</u></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(b) <u>For Contracts to be entered with nationals of Pakistan:</u></p> <p>If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract- whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <p>At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally</p> <p>be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in <i>[Insert name of the city]</i> and proceedings will be conducted in - <i>[Specify language]</i> language. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the</p>

		<p>conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
	<u>Notices (GCC Clause 35)</u>	
26.	35.1	<p>— Procuring Agency's address for notice purposes:</p> <p style="text-align: center;">PRC Towers, Lalazar Drive, M.T Khan Road, Karachi</p> <p>—Supplier's address for notice purposes:</p>

SECTION X: CONTRACT FORM**FORM OF CONTRACT**

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

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Supplier:

PERFORMANCE SECURITY (OR GUARANTEE) FORM

To: *Pakistan Reinsurance Company Limited*

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[dated]

