INVITATION FOR BIDS (SINGLE STAGE - ONE ENVELOPE PROCEDURE)

SEALED BID ON PRESCRIBED BIDDING DOCUMENTS ARE INVITED FROM REPUTABLE CONSULTANCY FIRMS / SERVICE PROVIDERS, MUST BE REGISTERED WITH TAX AUTHORITIES AND ARE **ACTIVE TAX PAYERS** FOR FOLLOWING JOB ON **F.O.R.** BASIS

11000	nder lo.	Bid Doc. Submission	Bid Opening Date & Time	Earnest Money	Description of Job / Items	Qty	COST OF TENDER FORM
LP/T- 2145/25		3-Feb-2025 11:00 A.M	3-Feb-2025 11:30 A.M	5% Excluding GST	SUPPLY OF NORTON PLATE GRINDING WHEELS NUMBER : 39C54HB12 Size: 500 x 203 x 40 MM Specs: Grinder Wheel outer dia - 500mm and inner - 300 mm Make : NORTON USA / EQV	10 No.	DOWNLOAD FROM PSPC WEBSITE (FREE OF COST)
SPEC	IFICA	TION / BOQ /	DETAIL / TER	MS & CON	DITION ATTACHED WITH RELEVANT TEN	DER DO	CUMENT.
	TE	NDED IS AVAL	ARIEATPSP	C WEBSIT	E "www.pspc.gov.pk" NERAL CONDITIONS OF THE CONTRACT, IN		
1	DET TO I LTD AVE THE ORI	AILS / SPECIFI DOWNLOAD CO A FACTORY MAI NUE, MALIR H BID(S) ALONC DER / DEMAND	CATIONS, ETC., MPLETE BID/T IN GATE OF PAK <u>ALT, KARACHI O</u> WITH BID SEC DRAFT (CHEQU PAKISTAN IN	ARE AVAIL ENDER DOO ISTAN SECO ON OR BEFO URITY AS M JES WILL N FAVOUR OF	ABLE ON THE PSPC PVT. LTD. WEBSITE. BIDE CUMENT AND DROPPED IN THE TENDER BOX P URITY PRINTING CORPORATION PVT. LTD. (PS DRE ABOVE-MENTIONED DATE & TIME BIDDE IENTIONED IN THE TABLE ABOVE SHALL BE IOT BE ENTERTAINED) OR AN UNCONDITION. 7 "PAKISTAN SECURITY PRINTING CORPORA" D "TENDER OPENING COMMITTEE". IN CASE O	PC(S) AR PC) FACT R(S). IN THE F AL BANK TION PV1	T P.S.P.C PVT. ORY, JINNAH ORM OF PAY GUARANTEE F. LTD." AND
3	BID	L BE OPENED (DER(S) MUST F	ON THE NEXT W ILL ALL THE RE	ORKING D. QUIRED FII	AY. ELDS BY PROVIDING A SIGNATURE AND STAMI N OF THE BID THEN AND THERE. PSPC RESI IE PRIOR TO THE ACCEPTANCE OF A BID OR P	ON EACH	HPAGE. NON- IE RIGHT TO
5	007	TER COVER OF	THE ENVELOPE	MUST BE N	ARKED CLEARLY WITH THE BID NUMBER.		a to saw
6	DID	BIDS WILL BE OPENED IN PRESENCE OF THE BIDDER(S), WHO DESIRE TO ATTEND. CONDITIONAL / INCOMPLETE RID DOCUMENT WILL NOT BE CONSIDERED, OTHER TERMS & CONDITIONS AS PER TENDER DOCUMENT.					
7	DETAIL / SPECIFICATION / BOQ ATTACHED WITH TENDER DOCUMENT. IN CASE OF ANY QUERY, PURCHASE DEPARTMENT MAY BE CONTACTED ON UAN – 021-111-117-772 (EXT-2214,2218,2202), FAX NO. 021-99248534 DURING WORKING HOURS (MONDAY TO FRIDAY EXCLUDING PUBLIC HOLIDAYS).						
1	- the supervised	the second state of the se			Cubamn	had Asi	ad Khan

Contract Asad Khan Deputy General Manager (Purchase) Sal Eakistan Security Printing Corporation (PvL) Ltd.

DEPUTY GENERAL MANAGER (PURCHASE)

Tender # LP/T-2145/25



BIDDING DOCUMENTS

For

SUPPLY OF NORTON PLATE GRINDING WHEELS (AS PER ATTACHED DETAILS)

Single Stage One Envelope Procedure

Purchase Department, Pakistan Security Printing Corporation (Pvt.) Ltd Jinnah Avenue, Malir Halt, Karachi-Pakistan, Phone: (92-21)–99248511-15, Facsimile :(92-21)-99248534 *Email: purchase.local@pspc.gov.pk*, Website: www.pspc.gov.pk



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.

Document comprises of the Sections listed below:

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I	Invitation to Bids
Section II	Instructions to Bidders (ITB)
Section III	Bid Data Sheet (BDS)
Section IV	Eligible Countries
Section V	Technical Specifications, Schedule of Requirements
Section VI	Standard Forms

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII	General Conditions of Contract (GCC)
Section VIII	Special Conditions of Contract (SCC)
Section IX	Contract Forms
	Integrity Pact



Bidding Documents for SUPPLY OF NORTON PLATE GRINDING WHEELS (AS PER ATTACHED DETAILS)

PART-A - BIDDING PROCEDURE & REQUIREMENTS

- Section I Invitation to Bids
- Section II- Instructions to Bidders (ITB)
 This Section provides information to help Bidders prepare their Bids. Information is provided for the submission, opening, and evaluation of Bids and for the award of Contract.

 Section III- Bid Data Sheet (BDS)
- This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. Section IV - Eligible Countries
 - This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

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

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

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts.

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Specific general and special conditions.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for

Performance Security will be submitted by the successful bidder to whom Purchase Order is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.



PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS



Pakistan Security Printing Corporation (Pvt.) Ltd INVITATION TO BIDS

Invitation No. Tender # LP/T-2145/25 Date: 15 January 2025

- **1.** This Invitation to Bids follows the Procurement Advertisement (PA) No. Tender # LP/T-2145/25 for the procurement of SUPPLY OF NORTON PLATE GRINDING WHEELS (AS PER ATTACHED DETAILS).
- **2.** The Pakistan Security Printing Corporation (Pvt.) Ltd (PSPC) has reserved the funds for the procurement planned during the financial year 2024-25. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the procurement.
- **3.** PSPC now invites sealed bids from eligible Manufacturer / Suppliers to acquire *SUPPLY OF NORTON PLATE GRINDING WHEELS (AS PER ATTACHED DETAILS)* that meet the following eligibility criteria:
 - a) This invitation for Bids is open to all reputed manufactures / suppliers / contractors.
 - b) Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body and international or a public sector organization.
 - c) They must be registered with tax authorities and are active tax payers.
- **4.** The bidding shall be conducted in line with the Single Stage Single Envelope 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 a Bid Security in an acceptable form. The amount of Bid Security shall be 5% of the total value of bid (excluding SST & GST).
- 6. Tender documents containing the General Conditions of Contract, including technical details / specification etc. are available on PSPC Pvt. Ltd. website. Bidder (s) are required to download complete bid / tender document.
- 7. The original bid and tender documents, properly filled in (each page duly signed & stamped), and enclosed in sealed envelope(s), must be dropped in the tender box placed at main gate of Pakistan Security Printing Corporation Pvt, Ltd. (PSPC) Factory, Jinnah Avenue Malir halt Karachi, on or before Monday, February 03, 2025. 11:00 AM. The bids will be opened on the same day at 11:30 AM in public and in the presence of bidders' representatives who choose to attend the opening at the Tender Room Admin-1 (Sir Syed Block) Office, Pakistan Security Printing Corporation (Pvt.) Ltd, Jinnah Avenue, Malir Halt, Karachi- Pakistan Sample must be required otherwise bid (s) will be rejected during the evaluation process.
- **8.** Provision of sample at the time of Bid opening is mandatory. Otherwise bid will be rejected then & there or during the Evaluation process.

Muhammad Asad Khan Deputy General Manager (Purchase) Pakistan Security Printing Corporation (PvL) Ltd. Muhammad Asad Khan puty General Manager (Purchase) Deputy General Wanager (Purchase) Pakistan Security Printing Corporation (PVT) Itd. Jinnah Avenue, Malir Halt, Karachi Phone: (92-1)-99248511-15 Direct, (92-21)-99248527 -**mail:** <u>muhammad.asad@pspc.gov.pk</u> Website: <u>www.pspc.gov.pk</u>





BIDDER DETAIL

1.	BRIEF DESCRIPTION OF GOODS / JOBS & QUANTITY:	
2.	NAME OF BIDDER (Company / Manufacturer / Supplier)	
3.	ADDRESS	
4.	GST NO.	
5.	NTN NO.	
6.	NAME OF AUTHORIZED PERSON	
7.	DESIGNATION	
8.	TELEPHONE	
9.	FAX	
10.	CELL NO.	
11.	EMAIL ADDRESS	
12.	NAME & ADDRESS OF PRINCIPAL, IF ANY	
13.	PHONE NO. OF PRINCIPAL	

BID SUBMITTED BY

Company Seal _____

Signature _____

Name _____

Date _____

Designation _____



Checklist for Tender "Single Stage One Envelop"

To ensure compliance of following condition before submitting the tender documents at PSPC:

Sr. No.	Description	Yes/No	Initial of Bidder
1.	Complete tender documents have been read thoroughly and understood		
2.	Complete tender documents duly filled in and each page signed and stamp.		
3.	Bid document consisting of technical and financial element		
4.	Bid security (05%)		
5.	Bid security exactly calculated as per percentage mentioned in tender advertisement is attached		
6.	Provision of sample, if mandatory (Provision of sample at the time of Bid opening is mandatory. Otherwise bid will be rejected then & there or during the Evaluation process)		
7.	Period of Bid validity is 60 days from bid opening date		
8.	Delivery Schedule (30 days)		
9.	Liquidated Damages		
10.	Payment conditions/terms are agreed		
11.	Arbitration		
12.	Signing of Contract		
13.	General Terms & Conditions		

BIDDER MUST RETURN ALL PAGES OF TENDER DOCUMENT DULY SIGNED & STAMPED ON EACH PAGE AT THE TIME OF SUBMISSION OF BID.



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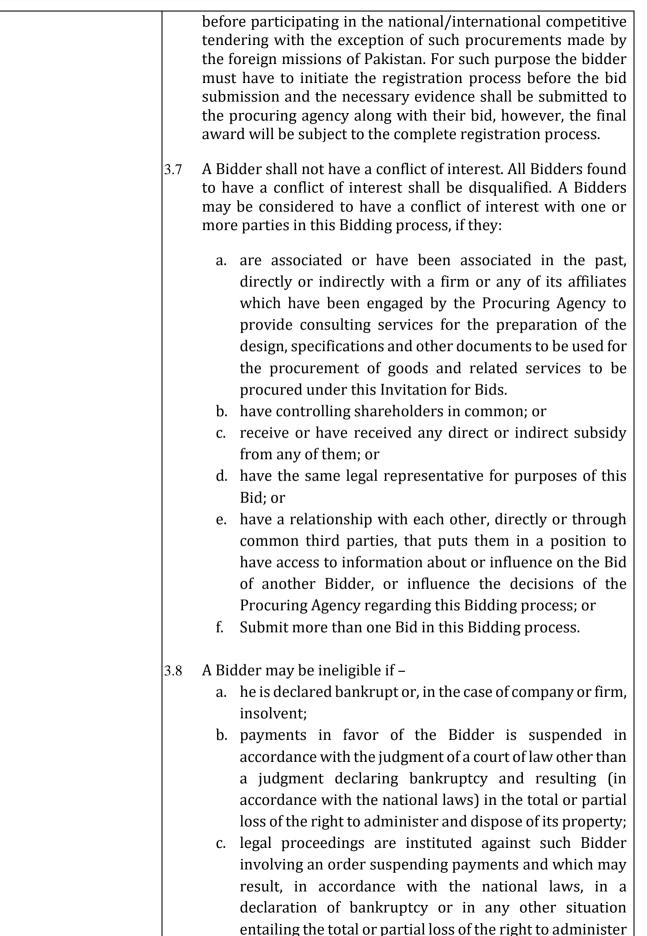
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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

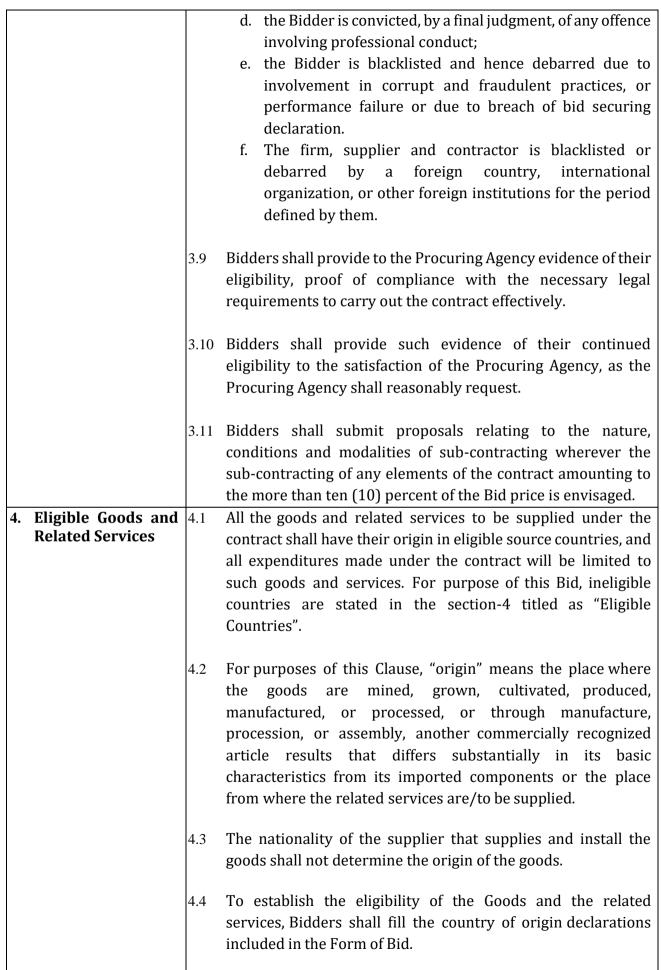
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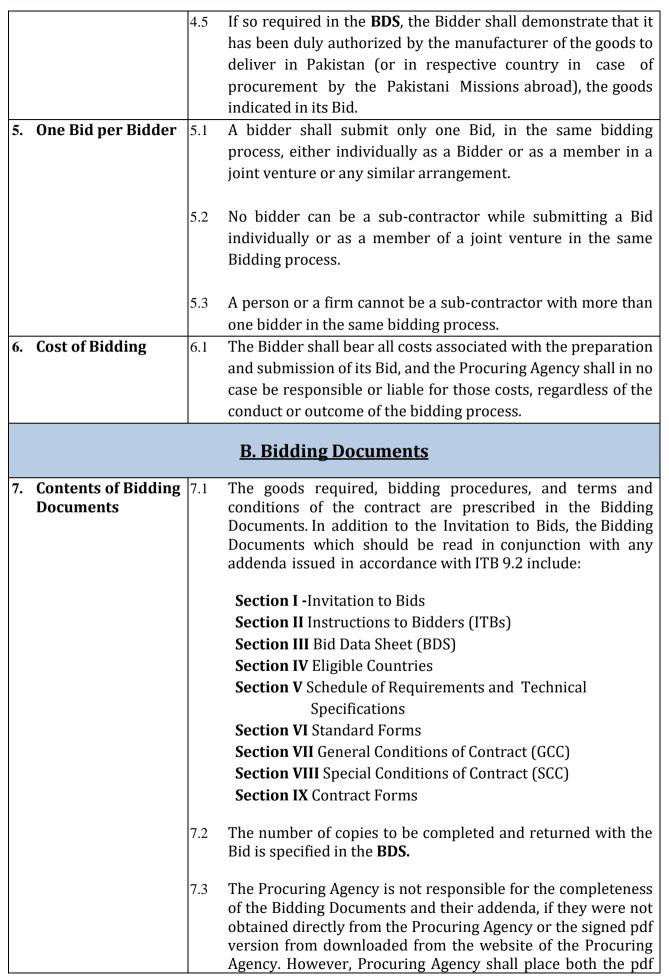
Section II. Instructions to Bidders (ITBs)

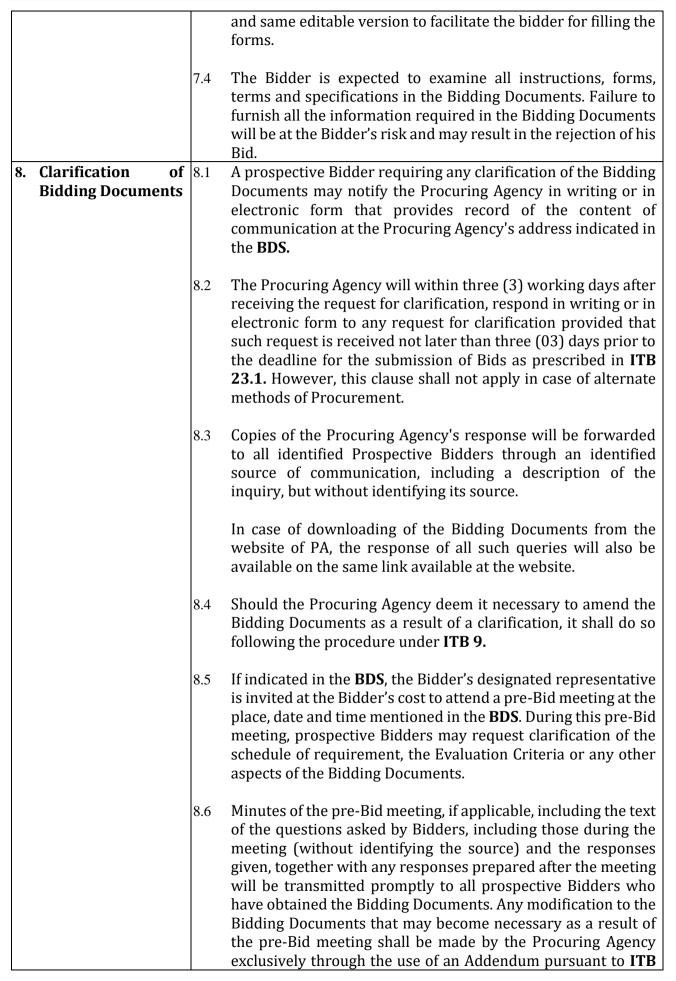
			<u>A. Introduction</u>
1.	Scope of Application	1.1	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the equipment and related services as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements. The successful Bidders will be expected to supply and install the equipment 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 to Bids.
3. Eligible Bidders		3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or of 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 Procuring Agency.
		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 Procuring Agency and in line with any instructions issued by the Authority.
		3.5	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
		3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body,



and dispose of the property;





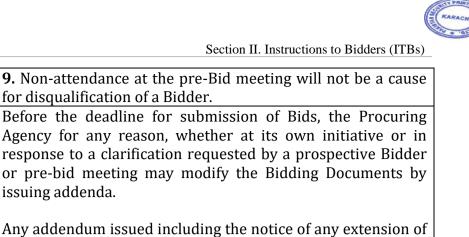


9. Amendment

Bidding Documents

of 9.1

issuing addenda.



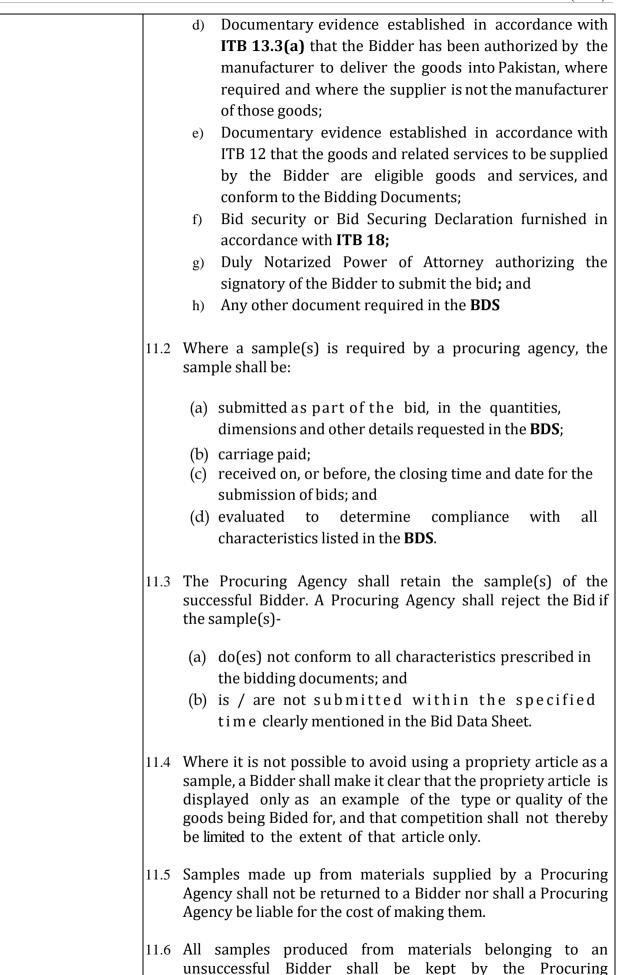
9.2	Any addendum issued including the notice of any extension of
	the deadline shall be part of the Bidding Documents pursuant
	to ITB 7.1 and shall be communicated in writing or in any
	identified electronic form that provide record of the content of
	communication to all the bidders who have obtained the
	Bidding Documents from the Procuring Agency. The Procuring
	Agency shall promptly publish the Addendum at the Procuring
	Agency's web page identified in the BDS:

Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.

9.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. Preparation of Bids

10. Language of Bid		The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS . Supporting documents and printed literature furnished by the Bidder may be in another 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.
	d 11.1	
Sample(s)		components: -
Constituting th	е	a) Form of Bid and Bid Prices completed in accordance with
Bid		ITB 14 and 15;
		b) Details of the Sample(s) where applicable and requested
		in the BDS .
		c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;



		Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of the Goods and Related Services and Conformity to	12.1	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
Bidding Documents	12.2	The documentary evidence of the eligibility of all goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:
		 a. a detailed description of the essential technical specifications and performance characteristics of the Goods; b. an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c. any other procurement specific documentation requirement as stated in the BDS.
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is



Tender # LP/T-2145/25		Section II. Instructions to Bidders (ITBs)
		used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing the Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:
		 a) in the case of a Bidder offering deliver the goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to deliver the goods in Pakistan; b) The Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	
15. Bid Prices	15.1	
	15.2	All items in the Schedule of requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	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



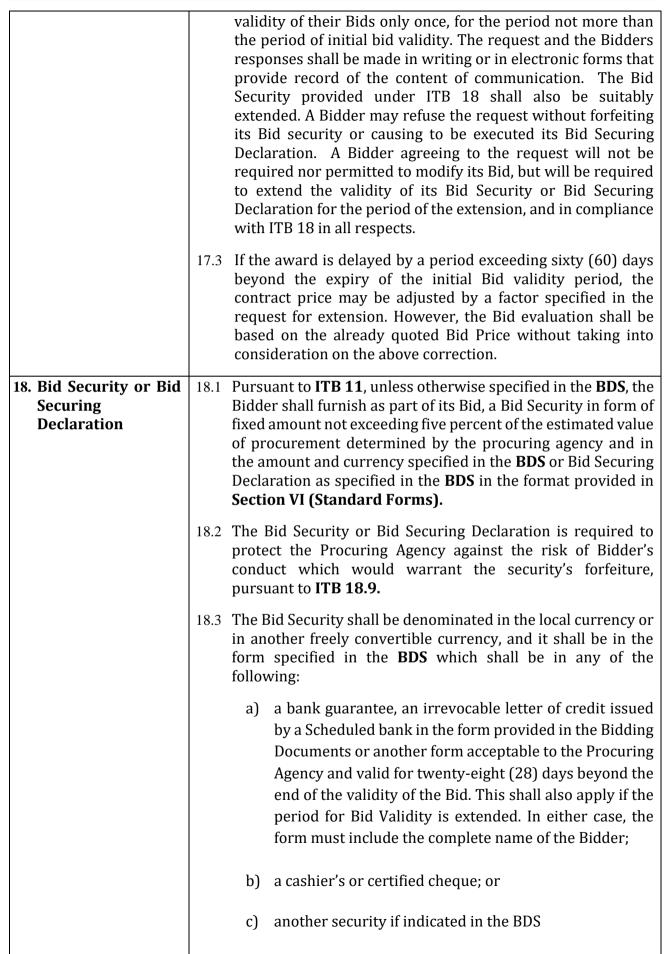
nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):
Provided that:
a) where there is only one (substantially) responsive bidder, orb) where there is provision for alternate proposals and the respective items are not listed in the other bids,
The procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
15.4 The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered.
15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
15.6 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): The price of the goods quoted EXW (ex-works, exfactory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: on the components and raw material used in the manufacturing or assembly of goods quoted exworks or ex-factory; OR on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. All applicable taxes which will be payable on the goods if the contract is awarded. The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS.
b) For goods offered from abroad:



 i. The price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. Or ii. The price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or iii. The price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS. iv. the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS. v. The price of (incidental) services, if any, listed in the BDS.
15.7 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 Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -
a) For Goods: -
 i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and
b) For Related Services
 i) The price of the related services, and ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
15.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be

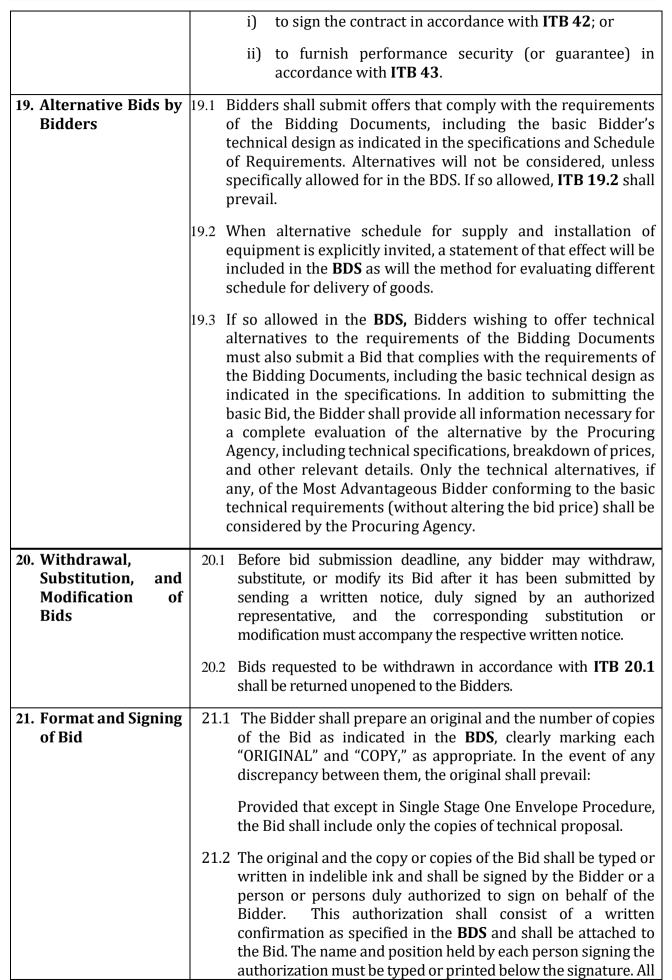


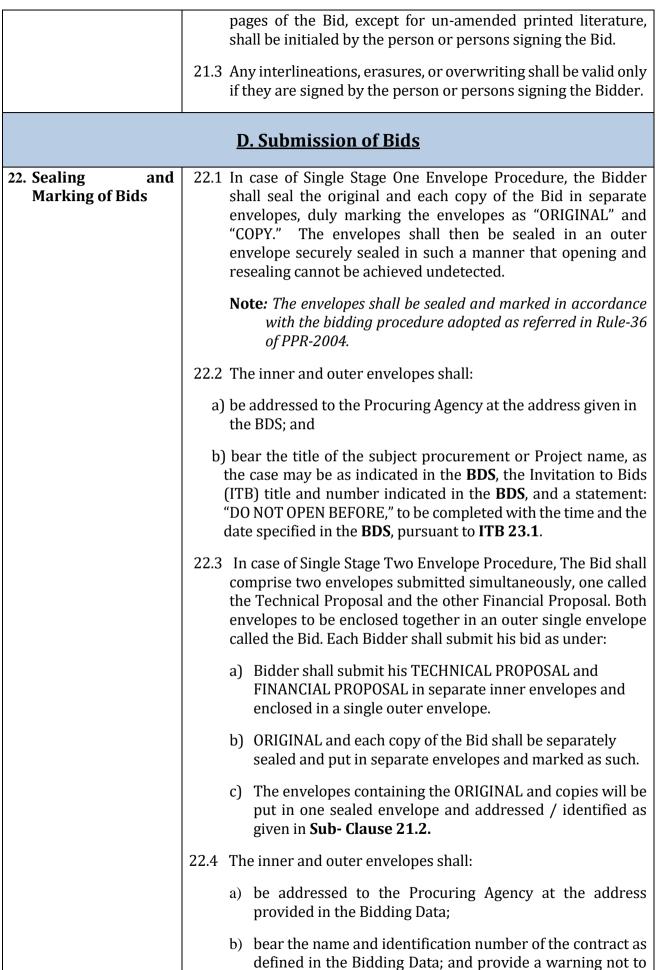
	treated as non-responsive and shall be rejected, pursuant to ITB 29 .
	15.9 If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for 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.
16. Bid Currencies	16.1 Prices shall be quoted in the following currencies:
	a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS .
	 b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
	16.2 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 (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4 Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
17. Bid Validity Period	17.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e., the expiry period of bid security or bid securing declaration as the case may be.
	17.2 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of

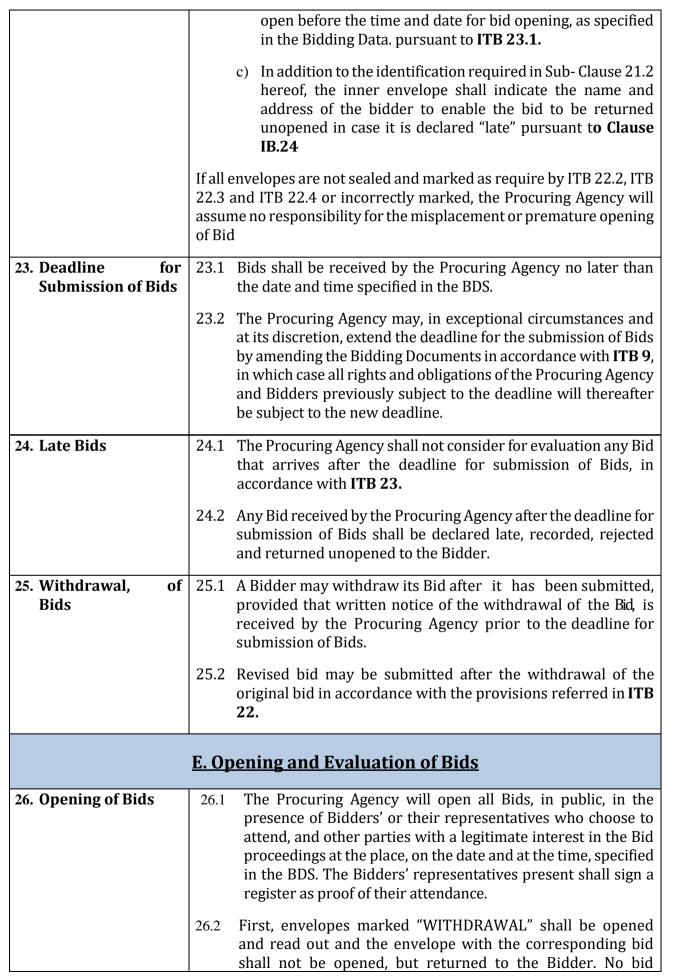


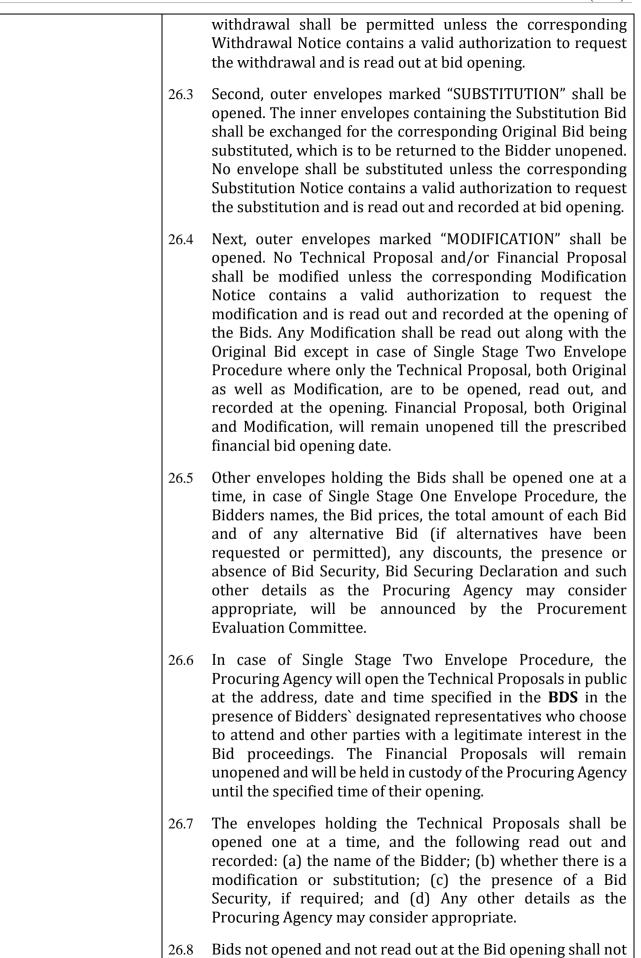


18.4 The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission.
18.5 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.
18.6 Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 29 .
18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:
(a) the expiry of the Bid Security;
(b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;
(c) the rejection by the Procuring Agency of all Bids;
(d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.
18.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 42 , or furnishing the performance guarantee, pursuant to ITB 43 .
18.9 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 Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or
ii) does not accept the correction of errors pursuant to ITB 31.2; or
b) in the case of a successful Bidder, if the Bidder fails:









be considered further for evaluation, irrespective of the

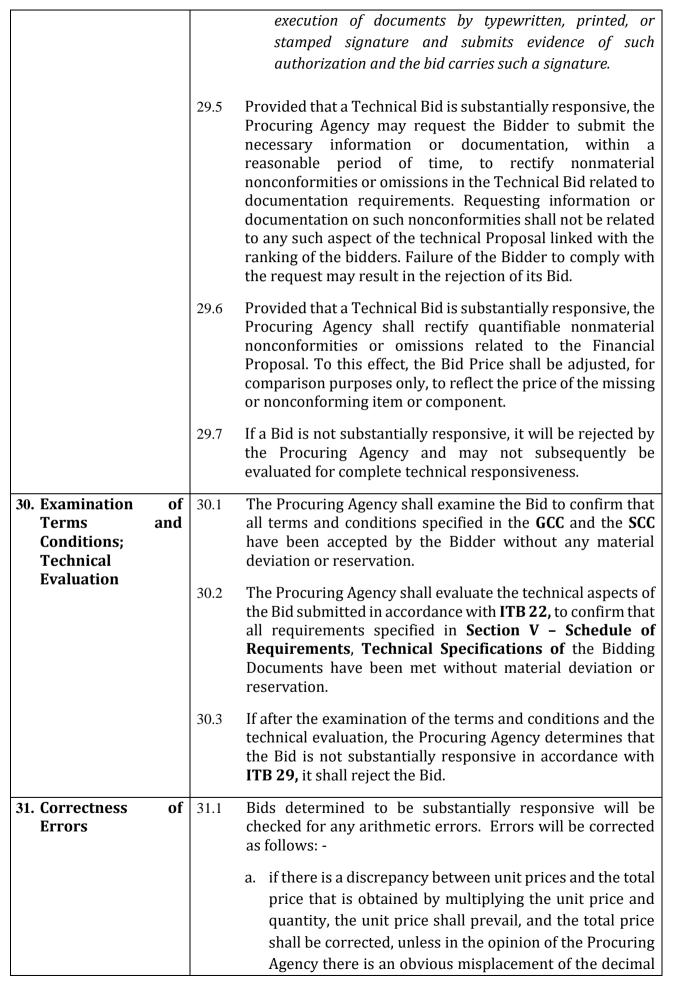


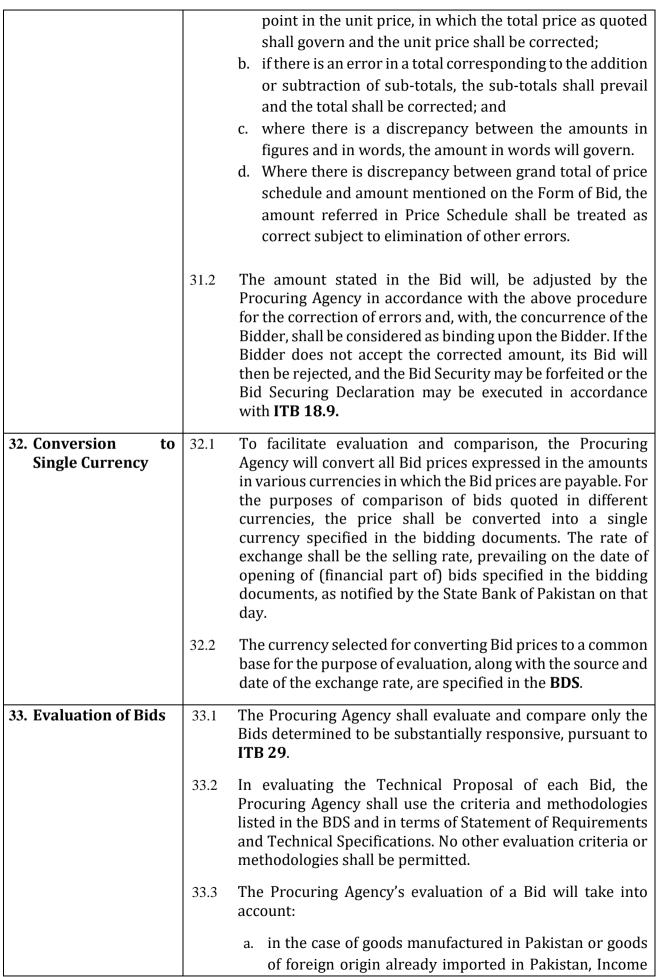
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		circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify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

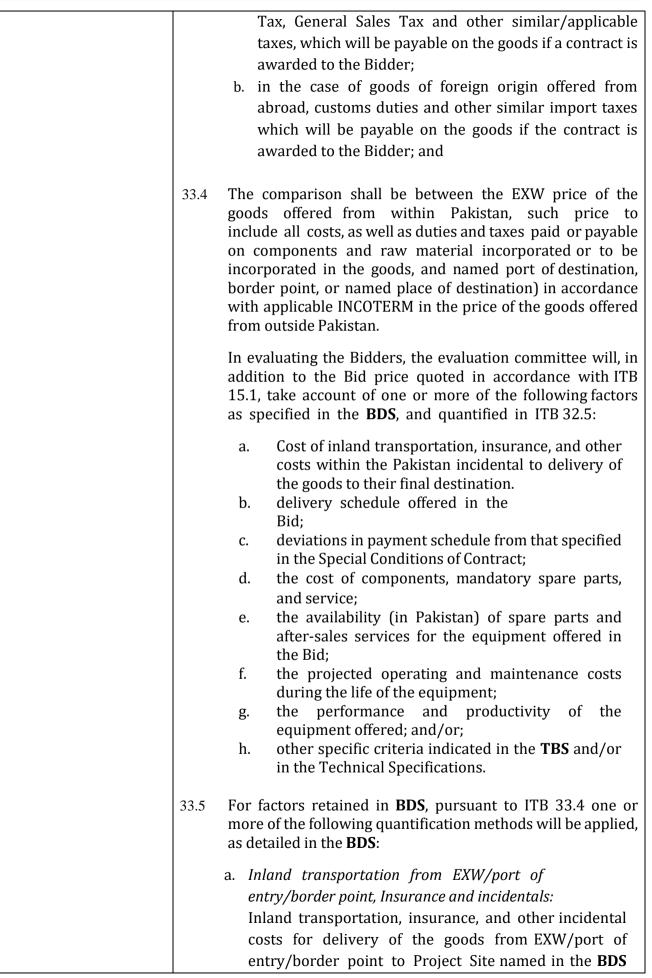
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification o Bids	f 28.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid:
		 a. evaluation & qualification criteria; b. required scope of work or specifications; c. all securities requirements; d. tax requirements; e. terms and conditions of bidding documents. f. change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination o Bids	f 29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
Dius		 a. meets the eligibility criteria defined in ITB 3 and ITB 4;
		 b. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
		 c. has been properly signed; d. is accompanied by the required securities; and e. is substantially responsive to the requirements of the Bidding Documents.



The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
29.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -
 a. affects in any substantial way the scope, quality, or performance of the Services; b. limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
29.3 The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
29.4 The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –
 (a) Submit the number of copies of signed bids required by the invitation; (b) Furnish required information concerning the number of its employees; (c) The firm submitting a bid has formally adopted or
authorized, before the date set for opening of bids, the



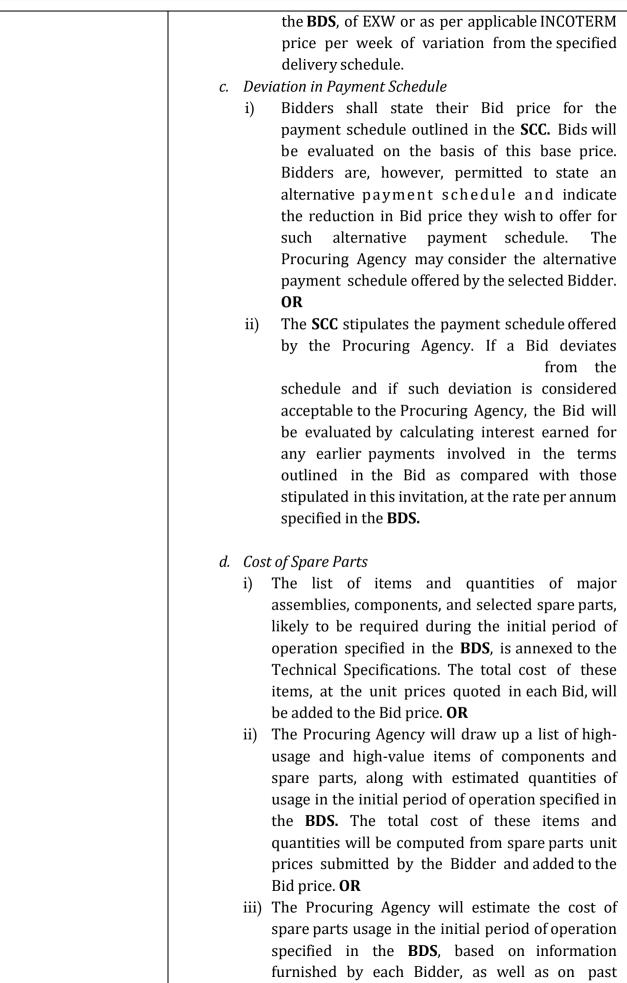


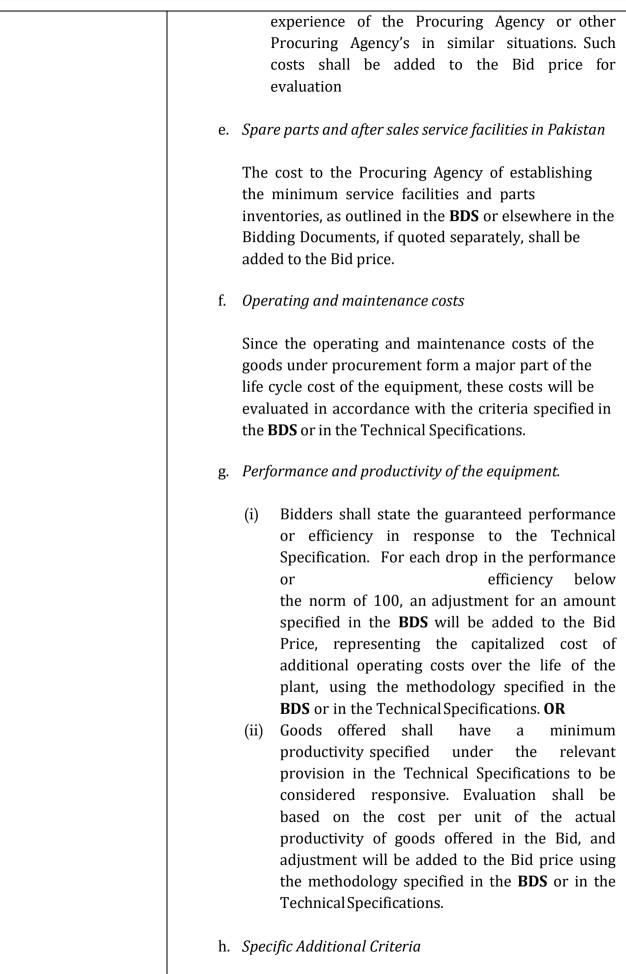


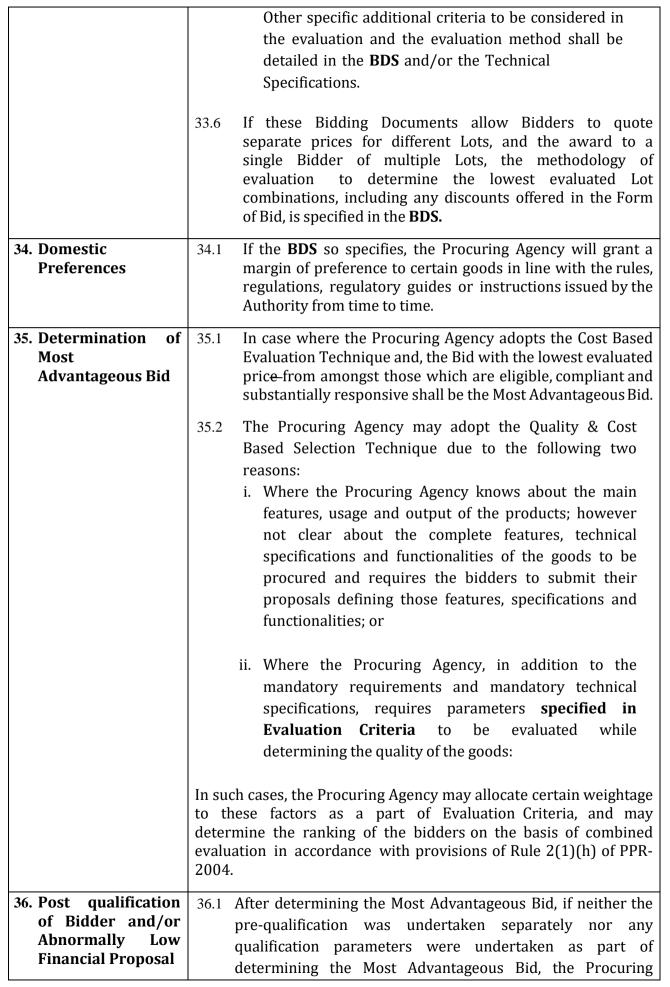


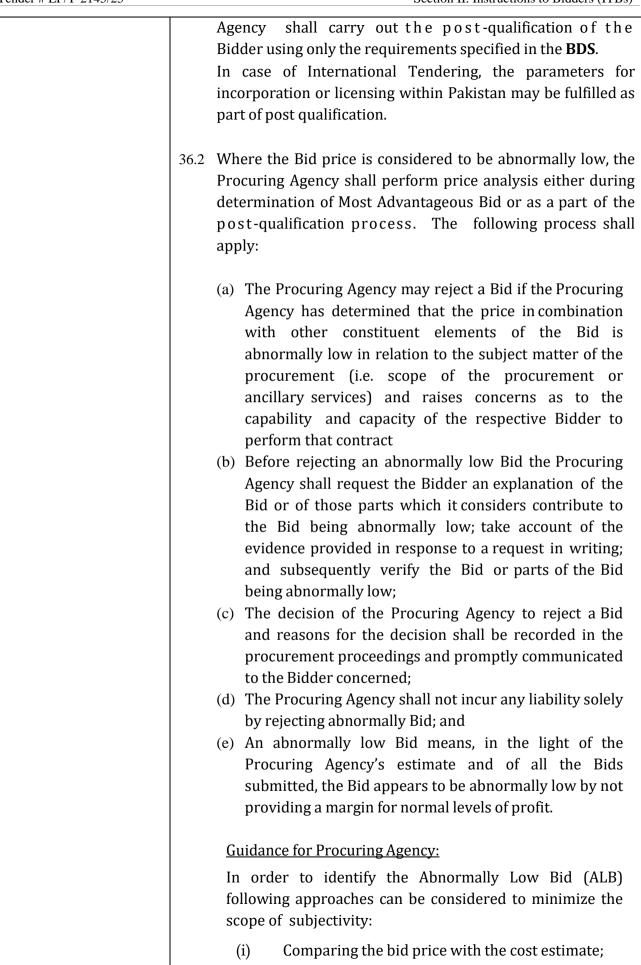
will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.

- b. Delivery Schedule
 - The Procuring Agency requires that the goods i) under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other Bids by applying а percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery. OR
 - ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. OR
 - iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in

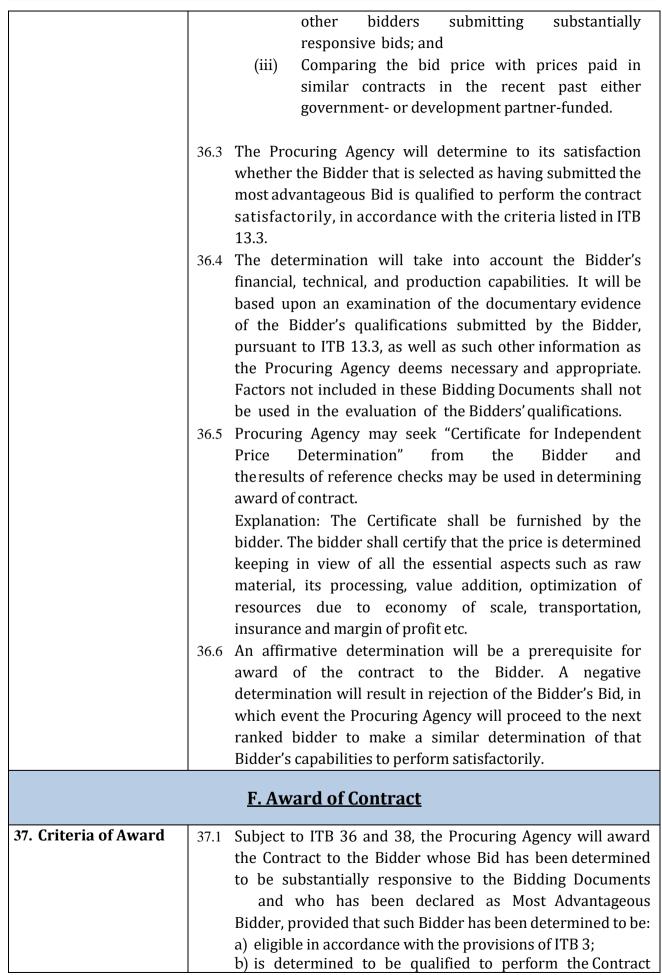




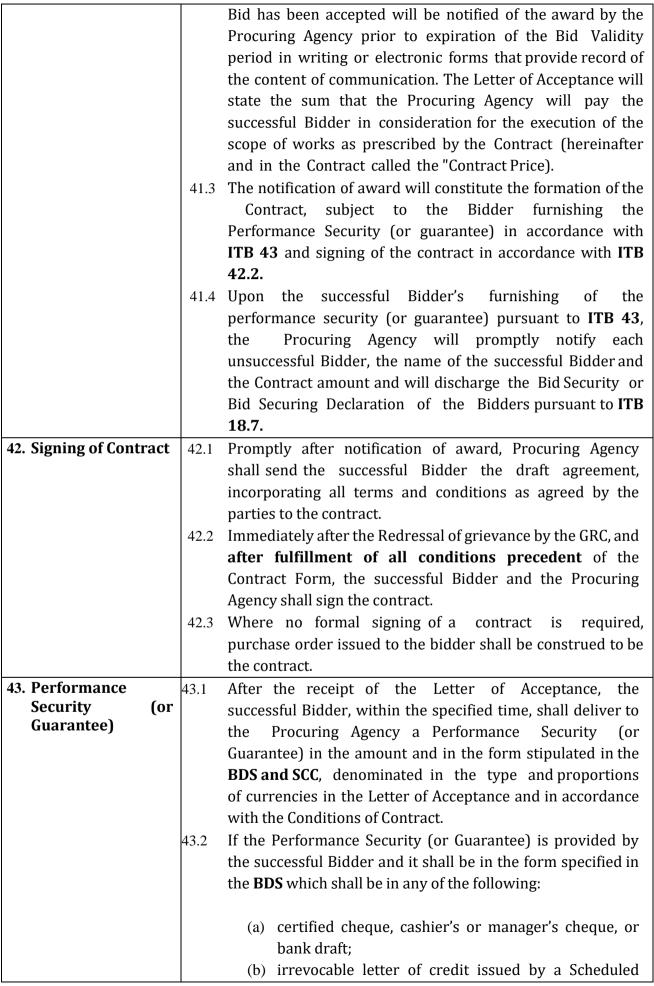


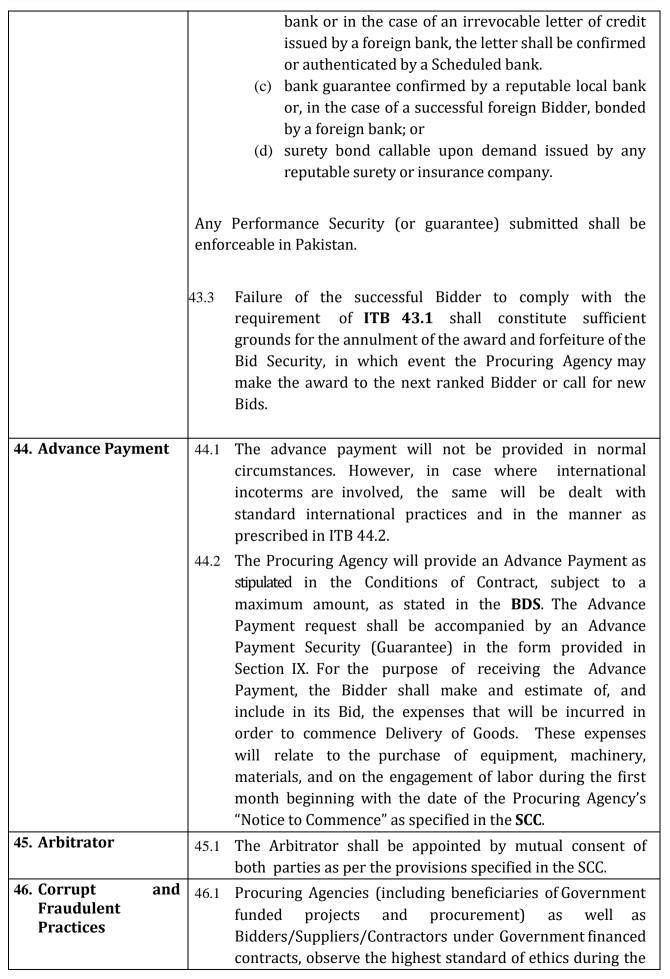


(ii) Comparing the bid price with the bids offered by

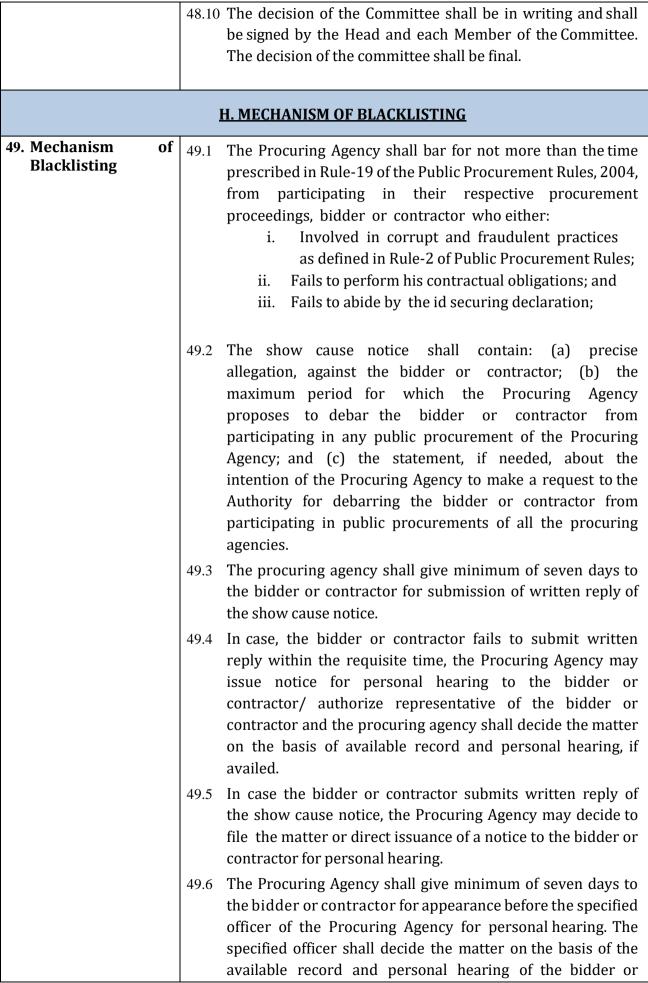


		satisfactorily; and
		c) Successful negotiations have been concluded, if any.
38. Negotiations	38.1	Negotiations may be undertaken with the Most
		Advantageous Bid relating to the following areas:
		 (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents;
		(c) a minor amendment to the special conditions of Contract;
		(d) finalizing payment arrangements;(e) delivery arrangements;
		 (f) the methodology for provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39. Procuring Agency's Right to reject All Bids	39.1 39.2	Notwithstanding ITB 37 , the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds. Notice of the rejection of all Bids shall be given promptly to all
		Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds
40. Procuring Agency's Right to Vary Quantities at the time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for
	41.2	acceptance or rejection of the bids. Where no complaints have been lodged, the Bidder whose





		procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.			
<u>G. Grievan</u>	G. Grievance Redressal & Complaint Review Mechanism				
47. Constitution of Grievance Redressal Committee	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.			
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.			
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.			
48.3		In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.			
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage			
	48.5	one envelop bidding procedure is adopted. The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.			
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the prescribed fee.			
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.			
	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.			
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.			





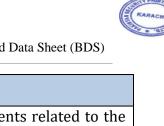
contractor. if availed. 49.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.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



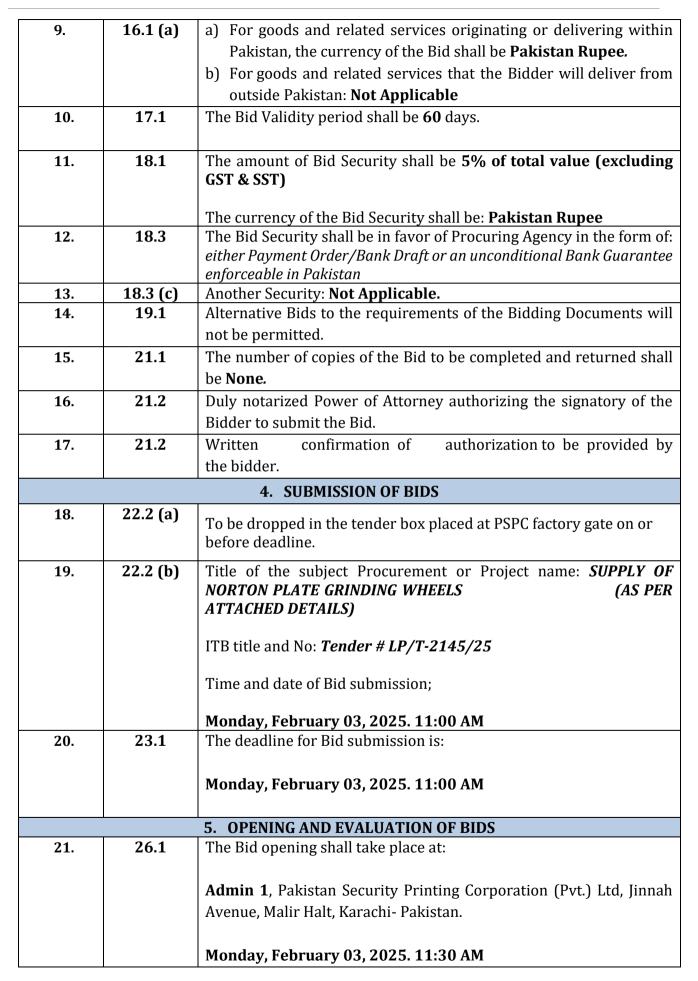
SECTION III: BID DATA SHEET

Section III. Bid Data Sheet (BDS)

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders				
	1. INTRODUCTION					
1.	1.1	Name of Procuring Agency: Pakistan Security Printing Corporation (Pvt.) Ltd.				
		The Description (as specified in Invitation to Bids) of the Goods is:SUPPLY OF NORTON PLATE GRINDING WHEELS(ASPER ATTACHED DETAILS)				
		Delivery Schedule: Within 30 x days from the date of issuance of Purchase order or mutual agreement				
2.	2.1	Financial year for the operations of the Procuring Agency: [2024-25]				
		Name of Project: <i>SUPPLY OF NORTON PLATE GRINDING WHEELS</i> (AS PER ATTACHED DETAILS)				
		Name and identification number of the Contract: <i>Tender # LP/T-</i> 2145/25				
3.	3.1	Joint Venture is NOT Applicable				
4.	4.1	Ineligible country(s) are [<i>as per Section IV of the Bidding Documents</i>]				
5.	4.5	Demonstration of authorization by manufacturer: Manufacturer's Authorization Form is required .				
		2. BIDDING DOCUMENTS				
6.	7.2	The number of documents to be completed and returned is one original. Each page duly signed and stamped.				
7.	8.1	The address for clarification of Bidding Documents is				
		Deputy General Manager (Purchase) Purchase Department, Pakistan Security Printing Corporation (Pvt.) Ltd Jinnah Avenue, Malir Halt, Karachi Phone: (92-21)–99248511-15, Facsimile :(92-21)-99248534 Email: purchase.local@pspc.gov.pk, Website: www.pspc.gov.pk				
	8.5	A pre-bid meeting may be held before the date set for opening of Bid. In case if the Procuring Agency decides to hold the pre-bid meeting, then the information of the date, time and venue of the meeting will be communicated to the Bidders. The Bidders shall send in writing to the Procuring Agency any clarifications, enquiries he considers necessary in respect of the provisions of the Bidding Documents before the date of pre-bid meeting. Any cost to be incurred to attend the pre-bid meeting will be borne by the Bidder(s).				



3. PREPARATION OF BIDS			
1.	10.1	The Language of all correspondences and documents related to the Bid is English .	
2.	11.1 (h)	 In addition to the documents stated in ITB 11, the following documents must be included with the Bid a) Affidavit for Bidder's Blacklisting Status b) Declaration for Beneficial Ownership 	
3.	12.3 (c)	Other procurement specific documentation requirements are Not Required	
4.	12.4	The Bidder shall be required to provide an undertaking that they will ensure to supply spare parts as per BOQ / Technical Specification. In case of up gradation or modification in software or spare parts, Supplier will notify the Procuring Agency in advance for technological upgrades.	
5.	13.3 (b)	 The eligibility and qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: a) This invitation for Bids is open to all reputed manufactures / supplier/ contractor. b) Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body and international or a public sector organization. c) They must be registered with tax authorities and are active tax payers. The Bidder is required to include with its Bid, documentation from the manufacturer of the goods that it has been duly authorized to deliver, in Pakistan, the goods as indicated in its Bid. 	
6.	15.7 (a) (i)	For goods manufactured or delivered from within Pakistan the price quoted shall be on a Delivered Duty Paid (DDP) basis, inclusive of all taxes, stamps, duties, levies, fees, transportation, insurance, incidental services imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services to delivery of the goods to their final destination i.e. Procuring Agency's Site(s) .	
7.	15.6 (b)	For goods offered from abroad the price quoted shall be: Not Applicable	
8.	15.8	The price shall be fixed.	
	•	·	





27.	33.5 (d)	Cost of spare parts. Not applicable
26.	33.5 (c) (ii)	Deviation in payment schedule is Not Applicable .
		The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.
23.	33.5 (0)	
24. 25.	33.4 (h) 33.5 (b)	Other specific criteria are Nil Delivery schedule:
23.	32.2	The currency that shall be used for Bid evaluation and comparison purposes is: Pakistani Rupees .
		The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Procuring Agency's prior written consent. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Procuring Agency may reject its bid and/or terminate the contract.
22.	27	Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.
		In case of any unforeseen reasons, unrest or force majeure, which may cause delay on the bid opening date, the bids shall be opened on the next working day at the same place and time.



28.	33.5(e)	Spare parts and after sales service facilities in Pakistan. The Bidder shall be required to provide an undertaking that they will ensure to supply spare parts as per BOQ / Technical Specification.	
29.	33.5 (f)	Operating and maintenance costs. Not applicable	
30.	33.5 (g)	Performance and productivity of Equipment	
		Items offered shall have a minimum productivity specified under the relevant provision to be considered responsive as specified in the Technical Specifications.	
31.	33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications is Not Applicable .	
32.	33.6	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is:- Bidder(s) shall submit bid for Complete Requirement, evaluation of bids and award of contract(s) will be made for the Complete Requirement as specified in bid evaluation criteria.	
33.	34.1	Domestic preference Not Applicable.	
34.	35	Evaluation Techniques Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid (Most Advantageous Bid).	
		 The most advantageous evaluated responsive bid as per our BOQ / Specification / Sample and meeting all other terms & conditions of bid documents. Provision of sample at the time of bid opening is mandatory. Otherwise bid will be rejected then & there or during the Evaluation process. 	
		6. AWARD OF CONTRACT	
35.	40.1	Percentage for quantity increase or decrease is 15% .	
36.	41	Letter of acceptance may please be read as Purchase Order.	
37.	43.2	The Performance Guarantee shall be in the form of Payment order / Demand Draft or an unconditional Bank Guarantee enforceable in Pakistan as per Performance Guarantee form specified in the Bidding Documents.	



		In case of successful hidden hid convrite will be treated as				
		In case of successful bidder, bid security will be treated as				
		performance guarantee.				
38.	44.1	The Advance Payment is Applicable against bank guarantee.				
39.	44.2	The Advance Payment is Applicable against bank guarantee.				
40.	45.1	In case of any dispute and difference which may arise in connection				
		with the execution of the contract, the matter shall be referred to				
		Managing Director of Corporation, who shall take decision in the				
		matter.				
		In case the dispute remains unresolved, the matter will be resolved				
		through arbitration as per the Arbitration Act, 1940.				
	7. REVIEW OF PROCUREMENT DECISIONS					
41.	48.1	The address of the Procuring Agency				
		Chairman (Grievance Redressal Committee)				
		Pakistan Security Printing Corporation (Pvt.) Ltd				
		Jinnah Avenue, Malir Halt,				
		Karachi - Pakistan				
	48.6	The Address of PPRA to submit a copy of grievance:				
		Grievance Redressal Appellate Committee,				
		Public Procurement Regulatory Authority				
		1 st Floor, G-5/2, Islamabad, Pakistan				
		Tel: +92-51-9202254				



SECTION IV: ELIGIBLE COUNTRIES

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

Following countries are ineligible to participate in the procurement process:

- 1. India
- 2. Israel

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

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



SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS



Commencement of Work

The delivery schedule expressed as days stipulates hereafter a delivery date which is the date of delivery required.

Within 30 x Days from the date of issuance of Purchase order or mutual agreement.



Technical Specifications

1. <u>Scope of Project and Requirements:</u>

The Pakistan Security Printing Corporation (Pvt.) Ltd intends to procure SUPPLY OF NORTONPLATE GRINDING WHEELS(AS PER ATTACHED DETAILS)

1.1. Delivery:

Delivery will be considered accomplished when offered Items will be delivered at Procuring Agency's site i.e. respective department as per schedule of requirement.

1.2. Installation (if any):

Installation will be considered accomplished when offered Items will be installed at Procuring Agency's site i.e. respective Pakistan Security Printing Corporation (Pvt.) Ltd as per requirement specified in BOQ.

1.3. Integration (if any):

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

1.4. Operational Acceptance (if any):

Operational Acceptance means that the offered machine has been installed, configured, integrated and operational after testing in accordance with the standard procedure provided by the OEM.

1.5. Training & Documentation (if any):

The bidder will provide formal hands on training and documentation as specified in BOQ.

1.6. Factory Acceptance Test & Site Acceptance Test (if any):

The bidder will provide FAT & SAT as specified in BOQ.

Technical Requirements

Sr. #	Description	Qty. / Items	Bidder's Technical Offering Specification / details
01.	SUPPLY OF NORTON PLATE GRINDING WHEELS. NUMBER: 39C54HB12, SIZE: 500 X 203 X 40 MM. SPECS: GRINDER WHEEL OUTER DIA – 500MM AND INNER – 300MM Only supplier's guarantee acceptable, tested	10 NO.	
	prior to acceptance. Make: Norton USA/equivalent		

Note: - Bidder shall be filled the offering description / specification in above column or submit separate sheet.

Implementation Schedule

Within 30 x days after issuance of Purchase order or mutual agreement.



SECTION VI – STANDARD FORMS FOR (Single Stage One Envelope Procedure)



Table of Forms

Sr. No.	From No.	Description
1	Form 1	Form of bid
2	Form 2	Bidder's Eligibility / Qualification Criteria
3	Form 3	Affidavit for Bidder's Blacklisting Status
4	Form 4	Manufacturer's Authorization Form
5	Form 5	Form of Bid Security
6	Form 6	Price Schedule



Form 1: Form of Bid

Date:

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos: *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *[description of goods and services]* in conformity with the said Bidding Documents for the sum of *[total Bid Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

We declare that, as Bidder(s) we do not have conflict of interest with reference to

ITB Clause 3.7.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 19**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

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

Dated this ______ day of ______ 20____.

(Name)______ [signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of ______

Form 2 – Bidder's Eligibility / Qualification Criteria

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

ITB No:	Tender # LP/T-2145/25	
Title:	SUPPLY OF NORTON PLATE GRINDING WHEELS	(AS PER ATTACHED
	DETAILS)	-
Bidder:	[Name of Applicant / Entity]	

#	Eligibility / Qualification Criteria	Means of Verifications	Referenc e in Bid**	Bidder's Assessmen t (Y/N)
a.	This invitation for Bids is open to all reputed manufactures / suppliers / contractors.	Attach copy of valid NTN certificate.		
b.	Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local and international body or a public sector organization.	Undertaking on N.J stamp paper (Value of stamp paper should be as per required value as per stamp duty act)		
c.	They must be registered with tax authorities and are active tax payers.	Attach copy of valid GST certificate and reference of Active Taxpayer list of FBR.		

Seal & Signature of Bidder:

Date:

Form 3 – Affidavit for Bidder's Blacklisting Status

ITB No:	Tender # LP/T-2145/25	
Title:	SUPPLY OF NORTON PLATE GRINDING WHEELS	(AS PER ATTACHED
	DETAILS)	
Bidder:		

[Required on non-judicial stamp paper; value of Rs: 100/- stamp paper should be as per required value as per Stamp Duty Act]

To:

Deputy General Manager (Purchase) Purchase Department Pakistan Security Printing Corporation (Pvt.) Ltd Jinnah Avenue, Malir Halt, Karachi –Pakistan

Affidavit for Bidder's Blacklisting Status

Dear Sir,

I/We hereby confirm and declare that I/We, [Name of Applicant / Entity], has/have not been Blacklisted/Sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan during last 05 (five) years.

Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and forfeiture of Bid Security and/or Performance Guarantee and termination of contract.

Seal & Signature of Bidder:			
Date:			

Form 4 – Manufacturer's Authorization Form

[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**.]

Invitation No:	Tender # LP/T-2145/25		
Title:	SUPPLY OF NORTON PLATE GRINDING WHEELS	(AS PER	
	ATTACHED DETAILS)	-	
Bidder:			

To: [Pakistan Security Printing Corporation (Pvt.) Ltd]

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]

<u>Form 5 – Form of Bid Security</u>

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Pakistan Security Printing Corporation (Pvt.) Ltd

Invitation No: Tender # LP/T-2145/25

Date: [Insert date of issue]

BID GUARANTEE No.: [Insert guarantee reference number]

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

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

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

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

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

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

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

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

[Signature(s)]

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

Form 6 – Price Schedule

Invitation No:	Tender # LP/T-2145/25	
Title:	SUPPLY OF NORTON PLATE GRINDING WHEELS	(AS PER
	ATTACHED DETAILS)	-
Bidder:	[Name of Applicant / Entity]	

Below mentioned supplies will be as per technical specification given in Section V- Technical Specification. <u>All prices must be in **Pak Rupee**</u>. All the quotes must be provided as per format specified below.

Sr. #	Description	Qty. / Items	Unit Rate	Total Amount	GST / SST	Total Amount with GST
01	SUPPLY OF NORTON PLATE GRINDING WHEELS. NUMBER: 39C54HB12, SIZE: 500 X 203 X 40 MM. SPECS: GRINDER WHEEL OUTER DIA – 500MM AND INNER – 300MM Only supplier's guarantee acceptable, tested prior to acceptance. Make: Norton USA/equivalent Total Amount of bid	10 NO				

<u>Note:</u>

- *i.* Prices should be inclusive of all applicable taxes and duties in Pakistan.
- *ii.* Before filling this form kindly read the required Technical Specifications in Section V.
- *iii.* The prices should include the price of incidental services. No separate payment shall be made for the incidental services.

Seal & Signature of Bidder:	
Date:	



SECTION VII – GENERAL CONDITIONS OF THE CONTRACT

SECTION VII – GENERAL CONDITIONS OF THE CONTRACT

1. Definitions		
		ollowing words and expressions shall have the meanings hereby ned to them:
	a)	"Authority" means Public Procurement Regulatory Authority.
	b)	The " Arbitrator " is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
	c)	The "Contract " means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	d)	The " Commencement Date " is the date when the Supplier shall commence execution of the contract as specified in the SCC.
	e)	" Completion " means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
	f)	"Country of Origin" means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
	g)	The "Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
	h)	"Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.
	i)	"Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to 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 precedent stipulated in GCC Clause 3 .
	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 .
	1)	"Related Services" means those services ancillary to the delivery of the Goods, such as transportation and insurance,

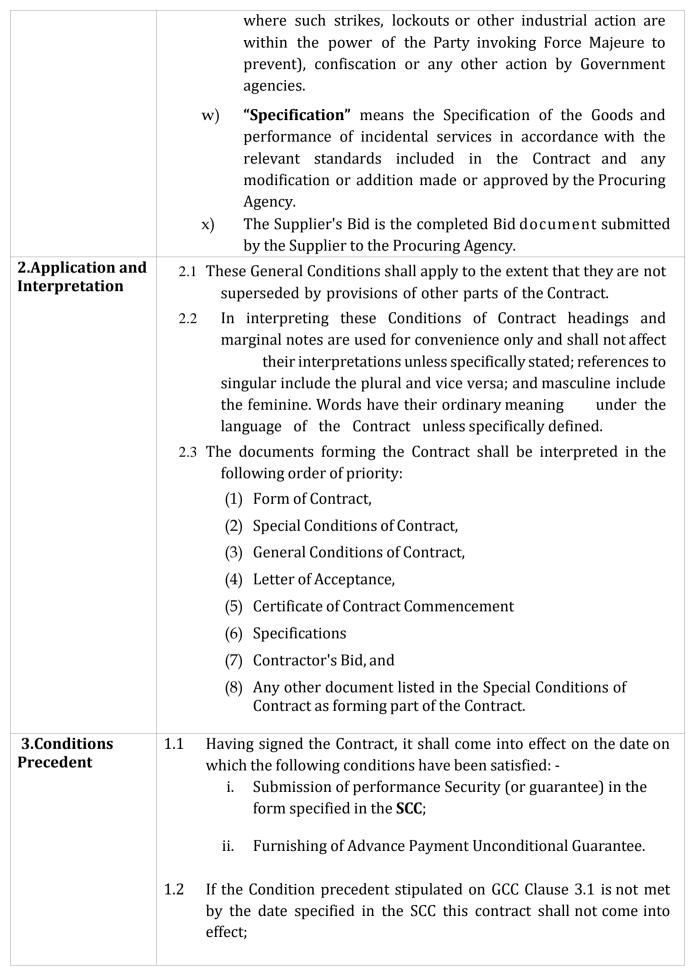


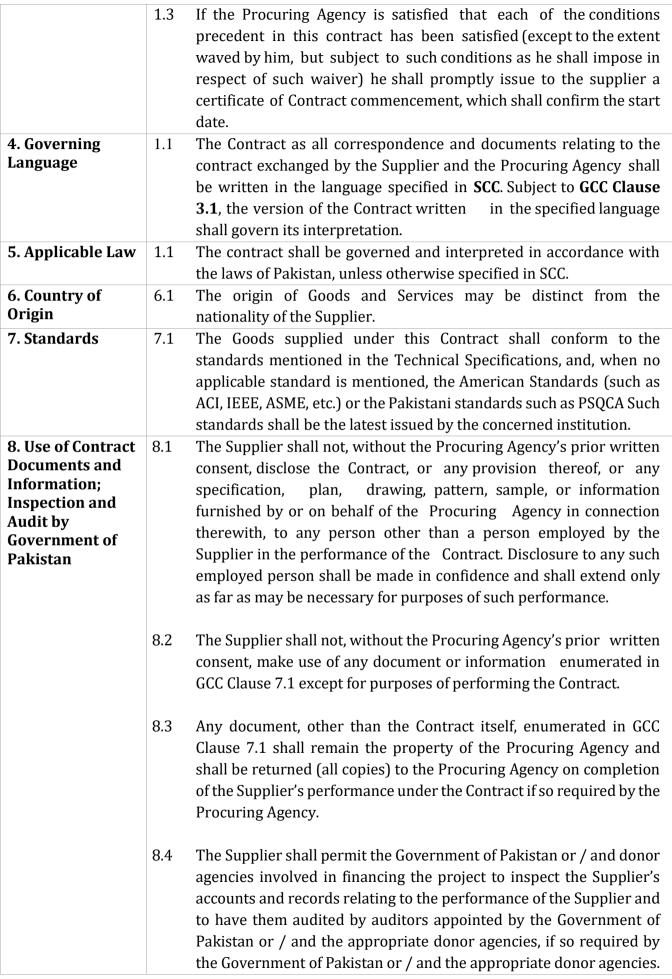


and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.

- m) "GCC" means the General Conditions of Contract contained in this section.
- n) **"Intended Delivery Date"** is the date on which it is intended that the Supplier shall affect 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 whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
- 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. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- "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.

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







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

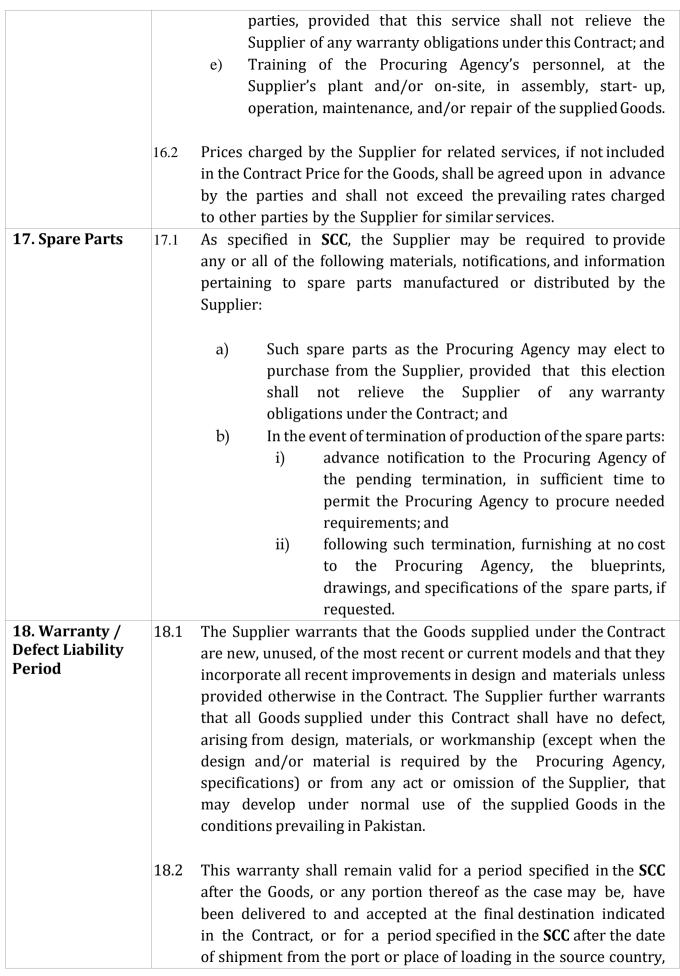


representatives retained for these purposes.

	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. 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.
12. Packing	11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract. The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Procuring Agency.
13.Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC .
	13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and



		other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
	13.3	Documents to be submitted by the Supplier are specified in SCC.
14.Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price
	15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16. Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
		 a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
		 b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the





+whichever period concludes earlier, unless specified otherwise in SCC. 18.3 The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period 18.4 specified in **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination. 18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **SCC**, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract. **19.** Payment The method and conditions of payment to be made to the 19.1 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 sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC. 19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.



	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20. Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions 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. Change Orders	21.1	 The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following: a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
		b) The method of shipment or packing;c) The place of delivery; and/ord) 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. Contract Amendments	22.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Sub-Contracts	24.1	The Supplier shall consult the Procuring Agency in the event of



1 ender # LP/1-2145/25		Section VII. General Condition of the Contract
		subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
	24.2	Subcontracts must comply with the provision of GCC Clause 5.
25. Delays in the	25.1	Delivery of the Goods and performance of Services shall be made
Supplier's Performance		by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
	25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	25.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26. Liquidated Damages	26.1	Subject to GCC Clause 28 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 26 .
27. Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:



	 a) the Supplier fails to deliver any or all of t the period(s) specified in the Contract extension thereof granted by the Pro- pursuant to GCC Clause 24; or 	, or within any
	b) the Supplier fails to perform any oth under the Contract;	er obligation(s)
	c) Supplier's failure to submit performant guarantee) within the time stipulated in the	
	d) the supplier has abandoned or repudiat	ed the contract.
	e) the Procuring Agency or the Supplier is d or goes into liquidation other than for a amalgamation;	-
	f) a payment is not paid by the Procuring Supplier after 84 days from the due date for	
	g) the Procuring Agency gives Notice that with a defect is a fundamental breach the Supplier fails to correct it within a r of time determined by the Procuring Agence	of Contract and easonable period
	h) if the Procuring Agency determines, reasonable evidence, that the Supplier corrupt, coercive, collusive, obstructive practices, in competing for or in executing	based on the has engaged in or fraudulent
27.3	For the purpose of this clause: Corrupt and Fraudulent Practice" means described in Rule-2 (1) (f) of Public Procurement Ru	•
27.4	n the event the Procuring Agency terminates the Cor in part, pursuant to GCC Clause 26.1 , the Procu procure, upon such terms and in such mann appropriate, Goods or Services similar to those und Supplier shall be liable to the Procuring Agency for for such similar Goods or Services. However, the continue performance of the Contract to the extent	ring Agency may her as it deems helivered, and the any excess costs he Supplier shall
28. Termination 28. for Force Majeure	Notwithstanding the provisions of GCC Clauses neither Party shall have any liability or be deemed of the Contract for any delay nor is other failure in ts obligations under the Contract, if such delay or of an event of Force Majeure.	d to be in breach a performance of failure is a result
	For purpose of this clause, "Force Majeure" mean s beyond the reasonable control of a Party, is n inavoidable, and its origin is not due to negligenc	ot foreseeable, is



Tender # LP/T-2145/25	1	Section VII. General Condition of the Contract
		on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
	28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29. Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30. Termination for Convenience	30.1	 The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective. 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. Disputes Resolutions	31.1 31.2	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. After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32. Procedure for Disputes Resolutions	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
	32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
	32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .
33. Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should 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. Limitation of Liability	34.1	 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8, 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

Section VII. General Condition of the Contract



	infringement.	
35. Notices	35.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .	5 l
	35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.)
36. Taxes and Duties	36.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.	
	36.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.	1
	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.	



SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)



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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Definitions	(GCC 1)
1.	1.1	The Procuring Agency is: Pakistan Security Printing Corporation (Pvt.) Ltd
2.	1.1(p)	The Supplier is: [Name and address]
3.	1.1(q)	The title of the subject procurement or The Project is: SUPPLY OF NORTON PLATE GRINDING WHEELS (AS PER ATTACHED DETAILS)
	Governing	Language (GCC 4)
4.	4.1	The Governing Language shall be: English
	Applicable	Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of Pakistan
	Country of	Origin (GCC 6)
6.	6.1	Country of Origin is the country where offered items is/are manufactured.
	Performance Security (or guarantee) (GCC 10)	
7.	10.1	The amount of performance guarantee, as a percentage of the Contract Price, shall be: [05% (five percent)] (excluding taxes &duties)
8.	10.4	Successful bidder, shall submit 5% performance guarantee and the same will be released after 30 days of satisfactory supply of goods / services or completion of defect liability period if specified.
	Inspections and Tests (GCC 11)	
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows; As specified in technical specification / BOQ.



	Packing	(GCC Clause 12)
10.	12.2	The following SCC shall supplement GCC Clause 12.2 : The packing shall be sea / air worthy and of international export packing standards and shall be adequately protected from damages and pilferage during shipment and transportation to site and it shall be the Bidder's responsibility to provide undamaged material in the quantities required under the Contract. All costs associated with packing protection must be included in the Bidding document.
	Delivery	v and Documents (GCC Clause 13)
11.	13.1	For Goods supplied from abroad: Not Applicable



Tender # LP/1	-2143/23	Section VIII. Special Conditions of the Contract
12.	13.3	For Goods from within Pakistan:
12.	15.5	Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:
		 (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 as specified
		in BOQ / Technical specification;
		 (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report (if desired in BOQ); and
		(v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate (if desired in BOQ).
		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
	Insurance ((GCC Clause 14)
13.	14.1	Not applicable.
	Related Ser	rvices (GCC Clause 16)
14.	16.1	Related services to be provided are:
		Supplier shall provide all the related services as per GCC-16 without any additional cost to the Procuring Agency (If required in BOQ / Technical specification).
	Spare Parts	s (GCC Clause 17)



15.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order (If required in BOQ / Technical specification).
	Warranty (GCC Clause 18)
16.	18.2	 GCC Clause 18.2—In partial modification of the provisions, the 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: 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. b. The SUPPLIER shall pay to the BUYER at the rate of 2% per month or part of month for the value of the stores which the SUPPLIER has failed to deliver within the stipulated period, provided that damages shall not exceed 10% of the total price payable under the Purchase Contract, otherwise BUYER will make deduction from SUPPLIER'S bill.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: As specified in BOQ/Technical Specification.
	Payment (G	CC Clause 19)



ender # LP		Section VIII. Special Conditions of the Contract		
18.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:		
		Payment for Goods supplied from abroad: <u>NOT APPLICABLE</u>		
		Payment for Goods and Services supplied from within Pakistan:		
		(i) Advance Payment: 0 percent of the Contract Price shall be		
		 (i) Advance rayment: o percent of the contract rife shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency. (ii) On Delivery: 100 percent of the Contract Price shall be paid 		
		 to Supplier within thirty (30) days after the receipt of Acceptance certificate from user. (iii) On Operational Acceptance: 0% (zero percent) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the operational acceptance certificate for the respective equipment duly signed by the Procuring Agency. 		
19.	19.3	Rate to be used for paying the Supplier's interest on the late paymen made by Procuring Agency shall be (Not Applicable)		
	Dricos ((
20.	20.1	GCC Clause 20) Quoted Prices shall not be adjusted.		
20.	20.1	Quoted Frices shall not be aujusted.		
	Liquidate	ed Damages (GCC Clause 26)		
21.	25.1	The SUPPLIER shall pay to the BUYER at the rate of 2% per month or part o month for the value of the stores which the SUPPLIER has failed to deliver within the stipulated period, provided that damages shall not exceed 10% o the total price payable under the Purchase Contract, otherwise BUYER will make deduction from SUPPLIER'S bill.		
		e for Dispute Resolution (GCC Clause 32)		



23.	32.3	Dispute Resolution		
		In case of any dispute and difference which may arise in connection with		
		the execution of the contract, the matter shall be referred to Managing		
		Director of Corporation, who shall take decision in the matter.		
		In case the dispute remains unresolved, the matter will be resolved		
		through arbitration as per the Arbitration Act, 1940.		
	Notices (GCC Clause 35)			
26.	35.1	— Procuring Agency's address for notice purposes: (to be inserted at the time of contract signing)		
		—Supplier's address for notice purposes: (to be inserted at the time of contract signing)		
	Tax & Du	Tax & Duties (GCC Clause 36)		
27	36	Prices payable to the Supplier as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rate of any tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.		
	Confidentiality			



		*
28	28.1	Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by the Procuring Agency to the Supplier or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.
	28.2	The Supplier shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the Contract to any person or entity without the Procuring Agency's prior written consent.
	28.3	In case of any disclosure related to the bidding process and contractual obligations at any stage by the Supplier, the Procuring Agency may terminate the Contract.



SECTION IX: CONTRACT FORMS

(TO BE EXECUTED ON N.J. STAMP PAPER VALUING 0.35% OF PURCHASE ORDER)

PURCHASE CONTRACT (SUPPLY)

PURCHASE ORDER #_____

This agreement made on the ____ day of _____ effective from ____ between Messrs, _____, hereinafter referred to as SUPPLIER & Pakistan Security Printing Corporation (Pvt) Limited, Karachi, Pakistan, hereinafter referred as BUYER on the following terms as conditions: -

1.	COMMODITY	:	
2.	SPECIFICATIONS	:	
3.	COUNTRY OF ORIGIN	:	
4.	QUANTITY	:	
5.	UNIT PRICE		
6.	TOTAL VALUE	:	
7.	PACKING	:	
8.	TERMS OF PURCHASE	:	Free delivery at BUYER Factory situated at Jinnah Avenue, Malir Halt, Karachi

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 Purchase Order
- h. Integrity Pact
- i. Performance Security (Guarantee) Form

9. DELIVERY:

The SUPPLIER shall deliver the goods within as per Purchase order from the date of Purchase Order, to the authorized representative of the Corporation and obtain his signature with name and designation, otherwise the BUYER will not be responsible for the goods delivered. No supply shall be made on holidays & after 4 pm from Monday to Thursday & 1 pm on Friday & Saturday.

10. LIQUIDATED DAMAGES:

The SUPPLIER shall pay to the BUYER at the rate of 2% per month or part of month for the value of the stores which the SUPPLIER has failed to deliver within the stipulated period, provided that damages

shall not exceed 10% of the total price payable under the Purchase Contract, otherwise BUYER will make deduction from SUPPLIER'S bill.

11. FORCE MAJEURE

The SUPPLIER shall not be held responsible for late or non-delivery of the goods due to strikes and generally recognized force majeure causes. However, in such cases, the SUPPLIER shall deliver to the BUYER a certificate of the accident issued by the competent Government Authority and/or the Chamber of Commerce at the place where the accident occurred as evidence thereof, reasonable extension shall be granted at the option of the Corporation.

12. INSPECTION

The BUYER or his authorized representative shall have the right to inspect any goods after or before the dispatch from the SUPPLIER'S Factory or premises. However, such inspection shall not absolve the SUPPLIER from the responsibility or liability for the delivery of goods according to the contracted specification nor shall be interpreted so as in any way to imply acceptance of such goods.

13. WARRANTY

The SUPPLIER hereby gives a warranty that the supplies to be made by him will be highest grade in quality consistent with the established and generally accepted standards. The SUPPLIER Shall protect and indemnify the BUYER against loss, damages and expenses whatever that the BUYER may suffer as a result of failure of the material to render useful service and that this warranty to remain effective after inspection and payment, as to the patent or latent defect detected after installation or use for a period of _____.

14. CLAIM.

If the SUPPLIER fails to deliver the goods within the period stipulated in the contract, or if the goods are short in weight, or if the packing of the goods is not in conformity with the contracted specification or reference samples, or if the goods otherwise not in accordance with the contracted specifications, the BUYER shall have the right in addition to and not withstanding their right to claim compensation for breach of contract, to terminate the un-executed part of the contract and make purchases from other sources at the risk and cost of the SUPPLIER. The supplier shall settle all claims referred by the BUYER within fifteen days of the receipt of the same and in the event of their failure to do so, shall be liable to pay interest @ 14% per annum of the amount claimed

15. PERFORMANCE GUARANTEE.

05% Performance Guarantee *(excluding taxes & duties)* is required of the total contract amount for the entire contract period. The Performance Guarantee shall be in the form of Payment order / Demand Draft or an unconditional Bank Guarantee enforceable in Pakistan as per Performance Guarantee form specified in the Bidding Documents.

In case of successful bidder, bid security will be treated as performance guarantee.

16. OTHER CONDITIONS:

A) The SUPPLER shall arrange delivery of goods with advance Note or Delivery Challan on which the Purchase Order No. quantity and suppliers name must be mentioned. Otherwise it shall be liable to non-acceptance and held by the BUYER at the SUPPLIER risk and if not cleared by them within a week time, go down expenses shall be charged at actual.

B) The SUPPLIER shall not transfer or assign directly to any person or person any portion of this contract without prior written consent of the Buyer.

17. PAYMENT.

Payment shall be made by the BUYER through cheque within 30 days of receipt of two copies of the invoice/ bill by the G.M (F&A) P.S.P.C and one copy by the Purchase Order Manager P.S.P.C. along with copy of relevant advice note or challan and acceptance certificate from the BUYER authorized Officer/ Stock Controller.

18. TAXES & CHARGES.

Supplier shall pay all taxes & charges with respect to transaction of business under this contract agreement liable under any law enforce for the time being which may subsequently enforce during the execution of this agreement.

19. ARBITRATION

In case of any dispute and difference which may arise in connection with the execution of the contract, shall be referred to Managing Director of Corporation. The decision of whom shall be binding on both the parties.

20. TERMINATION

The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

A- If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof.

B- If the supplier fails to perform any other obligations(s) under the contract.

C- If the supplier, in the judgment of purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods & services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.

For and on behalf of CORPORATION

For and o	on behalf	of the	CONTRACTOR

Signature.:			Signature.		
	CURITY	PRINTING CORPORATION	Name.		
(Pvt.) LTD. Jinnah Avenue	n Malir F	Ialt Karachi			
WITNESE	•				
Signature	:		Signature	:	
Name	:		Name	:	
Address	:		Address	:	
N.I.C. NO.	:		N.I.C. NO.	:	

Integrity Pact

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

<u>Contract Number:</u>		
Contract Value:		
<u>Contract Title</u>		
Date:		

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

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

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

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

Section IX. Contract Forms

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

[Buyer]

[Seller/Supplier]

Performance Security (or guarantee) Form

To: Pakistan Security Printing Corporation (Pvt.) Ltd

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

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

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

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

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

PAKISTAN SECURITY PRINTING CORPORATION (PVT.) LIMITED

CODE OF CONDUCT

Objective

This Code of Conduct aims to establish PSPC's business and employment practices on the highest standards of ethical behavior, integrity, accountability, courage and excellence.

It also aims to ensure that all concerned adhere to PSPC's defined core values, act with prudence, protect the interests of PSPC and maintain a positive work environment.

Scope

This Code of Conduct is applicable on all PSPC Employees, Contract Employees, Trainees, Apprentices, Deputationist, Outsourced Workforce, and other stakeholders.

General Behavior

The ethical principles of the Corporation prevail over the concerned individual's personal origins, beliefs, values, opinions, preferences, or habits at all times. All concerned, while they are in PSPC's service, shall strictly adhere to the following rules of General Behavior at all times which include, but are not limited to, the following responsibilities:

3.1. Comply with all applicable laws, including, but not limited to, those pertaining to general employment, anti-fraud, corruption, bribery, anti-discrimination, anti-harassment, health, safety and environmental protection.

3.2. Conduct themselves honestly and carry out their duties diligently and impartially to the best of their abilities, in compliance with the applicable rules, regulations, policies and procedures, as defined by PSPC from time to time.3.3. Maintain highest standards of ethics and professionalism and devote their working activities to the service of PSPC.

3.4. Not guarantee or promise employment of any type to anyone for any length of time.

3.5. Assist and advise colleagues and show openness and transparency in all dealings with them.

3.6. Do not withhold information from concerned colleagues that may affect the conduct of business, particularly in order to gain a personal advantage. Providing false, inaccurate or exaggerated information, refusing to cooperate with colleagues or demonstrating any form of obstructive behavior is strictly not allowed.

3.7. Not indulge in any activity during off duty hours that directly or indirectly undermines the provisions of this Code, other PSPC rules, policies and procedures, or brings disrepute to PSPC.

3.8. Refrain from indulging in any illegal and unlawful activity including but not restricted to substance abuse and consumption of alcohol, drugs or any kind of intoxicant(s), as well as, any sort of gambling/betting activities, etc.

3.9. Officers of PSPC performing supervisory functions/roles on behalf of PSPC shall take every possible care to act within the delegated authority as provided by any law, rules or regulations under which such officers may purport to act.

Fraud, Embezzlement & Misrepresentation

4.1. All concerned shall not commit, or assist any activity that involves making false statements, fraud, forgery, misappropriation, theft, embezzlement, bribery, misrepresentation, violation of PSPC rules and regulations, policies and procedures or any similar activity that harms, or may harm the interest and reputation of PSPC.

4.2. Be honest in conveying professional conclusions, opinions, research and findings for whatever purpose and shall not manipulate the system for personal gains.

4.3. Refrain from indulging in any illegal and unlawful activity.

4.4. Abstain from any false or intentionally misleading information and declarations, bogus documents, and submit false or misleading claims with wrong information.

Discrimination and Harassment

5.1. All concerned shall treat all internal and external stakeholders with respect, fairness and courtesy and avoid all such forms of behavior that create or may create an atmosphere of harassment, hostility, intimidation and discrimination of any kind, especially involving age, gender, health, ancestry, physical disability, race, religion, length of service, political beliefs, marital status or family structure.

5.2. Shall not propagate in any manner whatsoever sectarianism, ethnic / regional hatred / animosity and take part in sectarian, ethnic, linguistic or parochial activities, as well as partiality or favoritism on these bases, indulge in nepotism, victimization, willful abuse of power, and unwarranted negative criticism and gossip about other employees.

5.3. Avoid creating / sending / forwarding electronic or any other form of communication that contains statements or material, which is discriminatory, offensive, defamatory, illegal or constituting harassment.

5.4. Refrain from engaging in any form of inappropriate relationship with persons with whom they have a professional relationship.

Confidentiality

6.1. All concerned shall maintain strict confidentiality of PSPC and its constituents affairs and shall not communicate directly or indirectly to their colleague(s) or (ex) employee(s) belonging to other department(s) or profession or to the press or public, any document or information which has come into their possession in the course of their official duties, or has been prepared or collected by them in the course of their duties, whether from official sources or otherwise, unless compelled

to do so by judicial or other authority or unless instructed to do so by a superior officer in the discharge of his / her duties.

This confidentiality must be maintained by the employee even after the cessation of their employment with PSPC.

6.2. All concerned shall not give any evidence, document, or any information before a public committee without the prior approval of the Competent Authority.6.3. Interaction or communication directly or indirectly on behalf of PSPC with foreign governments, media, and missions in Pakistan without seeking clearance from the competent authority is not permissible.

Use of PSPC Assets and Resources

7.1. All concerned are required to use PSPC assets such as properties, office equipment, supplies etc. for PSPC's business purposes and not for gain or benefit of persons or entities other than PSPC, including self.

7.2. Material information such as information contained in any file, document, note, report, letter, fax, USB, email, instrument, etc. held by the concerned must be used solely for the purpose of PSPC business and returned to PSPC upon cessation of employment / contract agreement.

7.3. Official information, documents, reports, proposals, research papers, software, etc. developed using PSPC time and resources constitute PSPC's intellectual property. All concerned will neither have the right to claim these as their own, nor shall they use/exploit the same for personal gain or benefit of persons or entities other than PSPC during or beyond cessation of their employment with PSPC.

Political Affiliation

8.1. No employee of PSPC shall take part in or subscribe in aid of or assist in any way, any political activity / movement in Pakistan or relating to the affairs of Pakistan, or take part in, or in any way assist, any movement or activity, which is, or tends directly or indirectly to be, subversive to Government as by law established in Pakistan or detrimental to the ideology or integrity of Pakistan.
8.2. Employees shall not canvass or otherwise interfere with or use their influence in connection with or take part in any election to a legislative body, whether in Pakistan or elsewhere, provided that an employee who is qualified to vote at such election may exercise their right to vote; but if he/she does so, he/she shall give no indication of the manner in which he/she proposes to vote or has voted.

Attendance and Punctuality

9.1. All concerned shall not leave the office or absent himself / herself from duty, without prior permission of the Competent Authority.

9.2. Strictly adhere to defined break timings, as defined by PSPC from time to time.

Conflict of Interest

10.1. All concerned are required to recognize and disclose activities that might give rise to conflicts of interest or the perception of conflicts and to ensure that such conflicts are properly managed or avoided. All disclosure should be made at the time the conflict arises, or when it is recognized that a conflict may be perceived, in writing to the supervisor. If the supervisor also has an interest in the matter, the disclosure shall be made to the next higher level of authority.

10.2. While an officer is serving in PSPC, their spouse, children and siblings will henceforth not be eligible for recruitment in PSPC, SBP and/or any of its other subsidiaries.

Gifts and Entertainment

11.1. Except as permitted, employees shall neither receive nor give any gift(s) or favor(s), in cash or any kind, from / to any organization, including those stakeholders (individual, entities or person created by law) who are in contact with PSPC.

11.2. The above instructions will not be applicable in case;

- a. A gift received for value of up to Rs 10,000 provided aggregate value of gifts received / given from / to during a fiscal year from same source does not exceed Rs 20,000;
- b. Advertising materials including trade discounts that an individual or entity normally offers to its general customers;

11.3. The intended recipient will politely refuse the offer of gifts valuing above. However, where such refusal may impact the official relationships, the gift so received would be immediately, but not later than 72 hours, surrendered to HR.

Prohibitions

12.1. Smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, electronic Cig, snuff, or chewing tobacco) is not permitted within the office premises. Employees may smoke outside in open air, at the designated areas, without compromising on the working hours.

12.2. Use of any sort of drug including Pan, Gutka, Naswar, etc. within the office premises is not allowed.

Self-Disclosure of Criminal Conviction

All employees are required to self-disclose any criminal offence for which any investigating agency have taken cognizance and for which a conviction has been decided against such an employee by any court of law while being professionally engaged with PSPC irrespective of the nature of engagement.

Health & Safety

All employees must take measures to promote safe working practices, and follow the instructions given by the Health, Safety, and Environment Team from time to time.

Whistleblowing

All concerned are responsible to immediately report any alleged ethical misconduct or fraud. The employees may raise their concerns through a written report or email at <u>whistleblower@pspc.gov.pk</u>. For more information on the applicability of this policy, refer to Whistleblowing Policy.

Compliance with the rules of conduct

Role of line managers

16.1.1. Line managers shall take the necessary measures to encourage respect for the rules of conduct within the entities for which they are responsible.

16.1.2. Managers should ensure that employees placed under their authority are aware of this code.

16.1.3. Apart from the vigilance, line managers are expected to behave in an exemplary manner as regards respect for the principles and rules set out in this code.

16.2. Any information pertaining to violation of this Code must immediately be reported to Director Human Resources.

16.3. If Director Human Resources is found to be violating this Code, MD may be reported. In case of violation by MD, Chairman PSPC may be reported.

Reporting Confidentially

17.1. All stakeholders when reporting to Director HR shall be deemed to have made such report in strict confidence.

17.2. Human Resource Department shall not disclose the identity of concerned employee to other parties unless it is in the interest of the Corporation or it is required by law.

Consequences of Violating the Code

18.1. Any employee who violates the Code shall be subject to disciplinary action.

18.2. Failure to report deviations of the Code by all concerned may result in disciplinary action. Similarly, failure to report deviations of the Code by other stakeholders may result in the termination of their relationship with the Corporation.

Interpretation

This policy shall supersede all previous policies on the subject. In case of any ambiguity in understanding this Policy, the interpretation of the Managing Director will be treated as final. Any exception to the policy shall be approved by the Managing Director on the recommendation of Director HR and shall be reported to Board Human Resource Committee for ratification.



Undertaking for Compliance with Code of Conduct

Bidder Name: _____

Bidder Representative (If any): _____

Date: _____

I, the undersigned, on behalf of [Bidder Company Name], hereby acknowledge that I have received, read, and understood the Code of Conduct established by [Procuring Agency Name].

As a bidder participating in the procurement process, I undertake to:

- 1. Adhere to the highest standards of integrity and professionalism in all interactions with PSPC
- 2. Ensure that all communications and representations made during the bidding process are truthful and transparent.
- 3. Comply with all applicable laws, regulations, and policies outlined in the Code of Conduct.
- 4. Avoid any conflicts of interest and disclose any potential conflicts promptly.
- 5. Report any unethical behavior or violations of the Code of Conduct to the appropriate authorities within PSPC.

I understand that any breach of this undertaking or the Code of Conduct may result in disqualification from the bidding process and potential legal consequences.

Authorized Signature: _____

Date: _____



<u>Rs. 500/- Stamp Paper Print</u>

P.O.#: _____

NON-DISCLOSURE AGREEMENT (NDA)

This agreement is entered into as of day of...... Year

between

Pakistan Security Printing Corporation (Pvt.) Limited, Manufacturer of Banknotes and Prize Bonds registered under the laws of Pakistan, having its registered office at Jinnah Avenue Malir Halt, Karachi, through its authorized representative______(hereinafter referred to as '**PSPC'**, which expression, where the context so requires and permits, shall mean and include its successors–in-interest, administrators, executors, legal representatives and permitted assigns);

and

______, having its registered office at through its authorized representative (hereinafter referred to as '......' which expression, where the context so requires and permits, shall mean and include its successors-in-interest, administrators, executors, legal representatives and permitted assigns).

(PSPC and ______are hereinafter collectively referred to as the "Parties" and individually as a "Party").

Agreement' means this Agreement and all written amendments and revisions made thereto from time to time.

"Effective Date" means the date of execution of this Agreement.

'State' means the territory of the Islamic Republic of Pakistan.

WHEREAS

The Parties to this Agreement wishes to enter into an Agreement concerning the disclosure of certain proprietary and confidential information, whereby it will be necessary for each party (the "**Disclosing Party**") to disclose to the other Party (the "**Receiving Party**"), as the case may, information of a confidential or proprietary nature for the purposes as defined in the Agreement (**Authorized Purpose**) (irrespective of the form of presentation or communication including, but not limited to data, notes, analyses, compilations, studies, physical objects, samples, financial information, technical information, cost information, techniques, material, methods, processes, sources and any other information, however, described, which is or could be valuable in the type of business in which Disclosing Party is engaged) provided that any disclosure of information made in writing shall be marked confidential or with words of similar effect and that any disclosure made orally shall subsequently be reduced to writing by the Disclosing Party and marked confidential or with words of similar effect with a copy sent to the Receiving Party within 30 days of disclosure ("Information").

IT IS AGREED AS FOLLOWS:

- 1. This Agreement will apply to any disclosure of Information on the Effective Date. This Agreement may be terminated by any Party after giving a prior notice of 30 (Thirty) days' in writing; or immediately if the Disclosing Party has reason to believe that the Receiving Party is in breach of any of the obligations contained herein. Such termination shall not affect any obligation imposed by this Agreement with respect to Information received prior to such termination.
- 2. Receiving Party shall hold and protect the Confidential Information in the same manner as it protects its own confidential information and in any event such protection shall not be less than that which a reasonable person or business would take in protecting its own confidential information; and shall use the Confidential Information for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information and only disclose Information on a need-to-know basis to such of its employees, contractors, agents, representatives and consultants as is reasonably required, and are under similar obligations of confidentiality as contained in this Agreement, the use whereof shall be restricted for Authorized Purpose only.

Receiving Party shall not, without the prior written approval of the Disclosing Party, use publish, copy, or otherwise disclose the Confidential Information to others, or permit the use by others for any purpose other than the Authorized Purpose. Receiving Party shall, forthwith upon receipt of a written request from the Disclosing Party or on termination:

(i) return all information supplied by the Disclosing Party as well as items and materials relating to or derived from the Information;

(ii) deliver to the Disclosing Party or at its request destroy immediately all items and materials made by the Receiving Party containing Information, that are not returned pursuant to paragraph (i) above;

(iii) not keep copies or duplicates of any items or materials referred to in paragraphs (i) or (ii) above; and

(iv) provide a certificate signed by a senior officer of the Receiving Party confirming that the provisions of this clause have been complied with.

- 3. This Agreement shall not apply to any Information which the Receiving Party: (a) can show is or becomes publicly available through no fault of the Receiving Party; (b) can show was in its possession prior to the date of disclosure; (c) may subsequently receive from any third party legally in possession of the Information and who was not restricted from disclosing it; (d) can show is independently acquired by the Receiving Party as a result of work carried out by an employee, consultant or contractor of the Receiving Party to whom no disclosure of Information has been made; or (e) is required to disclose pursuant to a court order or any law/rules/regulations provided that the Receiving Party shall have given prior written notice to the Disclosing Party.
- 4. This Agreement shall not be deemed to confer or imply the grant or agreement to grant by the Disclosing Party to the Receiving Parties of any of its rights under copyright, patents, trademarks, design rights or other similar rights. All Information supplied hereunder is supplied on an "as is" basis and the Disclosing Party gives no representation or warranty as to its accuracy, completeness or fitness for any purpose other than the Authorized Purpose. The Disclosing Party shall not be liable for any loss or damage suffered by the Receiving Parties as a result of any Receiving Party's use of the Information.

- 5. This Agreement does not create any agency or partnership relationship and each party shall act as an independent entity. This Agreement will not be assignable or transferable by the Parties. All additions or modifications to this Agreement must be made in writing and signed by the Parties.
- 6. Notices shall be delivered personally, or by prepaid first class mail, or transmitted by facsimile to the Parties at such address or number as the parties shall specify from time to time.
- 7. The Receiving party may obtain consent of the Disclosing party for any waiver of rights, to share information received under this Agreement to a third party for the Authorized Purpose. Any waiver of any right under this Agreement is only effective if it is in writing and applies to the specific circumstance for which it has been given.
- 8. In the event of a breach, Disclosing Party shall be entitled, in addition to any other remedies and damages available at law or in equity, to an injunction to restrain the violation thereof by Receiving Party, or its employees, contractors, agents, representatives and consultants,
- 9. This Agreement shall be governed by and shall be construed in accordance with the laws of Pakistan. In case a dispute arises between the Parties with regard to the terms of or rights and obligations of the Parties under this Agreement, if not resolved amicably, shall be referred to the arbitrator to be mutually appointed by the Parties. The arbitration shall be carried out in accordance with the Arbitration Act, 1940 in English. The award shall be conclusive, and binding on the Parties and the Parties submit to the non-exclusive jurisdiction of the Pakistan's Courts.

In WITNESS WHEREOF, the parties have executed this Agreement and shall be effective as of the date first above written

For and on behalf of Pakistan Security Printing Corporation For and on behalf of

This Agreement has been executed in the presence of the following witnesses:

1.	Full Name:	
	Address:	
	Signature:	
	CNIC No:	
2.	Full Name:	
	Address:	
	Signature:	
	CNIC No:	