

REQUEST FOR PROPOSAL (RFP)

FOR

**Supply, Installation, Calibration,
Commissioning and Maintenance of 36
Mobile Weighing Equipment Including All
Accessories in Punjab, Pakistan**

**Transport Department
Government of the Punjab
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DISCLAIMER

Transport Department, Government of Punjab has prepared this Request for Proposal (RFP) for the Supply, Installation, Calibration, Commissioning and Maintenance of Mobile Weighing Equipment for Establishment of 36 Mobile Weigh Stations in Punjab, Pakistan. This RFP does not claim to contain all the information of the Project; however, maximum efforts have been made to incorporate available information and data relevant to the Project.

**INVITATION
FOR BIDS**

INVITATION FOR BIDS

Date: _____

1. The Transport Department, Government of the Punjab (the “Purchaser”) has received funds from the Government of the Punjab towards the cost of Axle Load Management Regime and it is intended that part of the proceeds of the funds will be applied to eligible payments under the Contract for the Procurement and Maintenance of 36 Mobile weighing Equipment Including All Accessories in Punjab. Bidding is open to all eligible Bidders.
2. The Purchaser invites sealed bids, under Single Stage-Two Envelope bidding procedure as per PPR, 2014, from eligible firms or Consortium or JV as defined under Clause IB-3 of Instructions to Bidders. The bidding is open to National and International Competition as per policy of the government.
3. Eligible Bidders may obtain further information, inspect and get the Bidding Documents from the Office of the Purchaser, at Transport House, 11-A Egerton Road, Lahore Pakistan or download the bidding document from <http://www.ppra.punjab.gov.pk> or www.punjab.gov.pk/transport, free of cost.
4. All bids must be accompanied by a Bid Security in the amount of Rs. **4,000,000/- (Rupees Four Million Only)** in the format of Pay Order / Demand Draft / Bank Guarantee on bid security form provided in this document in favor of “Section Officer (General), Transport Department, GoPb” issued by a scheduled bank allowed to do financial transactions in PAKISTAN or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan and must be attached with the bidding documents and submit at or before 1200 hours, on **30th March, 2018**. Bids will be opened at 1230 hours on the same day, in the presence of Bidder’s or their authorized representatives who choose to attend at the same address.

INSTRUCTIONS TO BIDDERS

1. INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Purchaser as defined in the Bidding Data hereinafter called “the Purchaser” wishes to receive bids for the Supply, Installation, Calibration, Commissioning and Maintenance of 36 Mobile Weighing Equipment Including all Accessories in Punjab, Pakistan as described in this Bidding Document, and summarized in the Bidding Data hereinafter referred to as the “Goods”.
- 1.2 The successful Bidder will be expected to supply the Goods within the time specified in the Scope of Work section in this document.
- 1.3 All Goods to be supplied under the Contract shall have as their country of origin an eligible country as per **Appendix-A** to Bid.
- 1.4 For purposes of this Clause, the term “Goods” includes Supply, Installation, Calibration, Commissioning and Maintenance of 36 Mobile Weighing Equipment including all accessories but not limited to; LED display, Laptop, Printer, Generator, Batteries, Stabilizer, Surge protector and any other accessories required for proper operation and commissioning of weighing equipment with every mobile weighing equipment.
- 1.5 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 1.6 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
- 1.7 The bidding is open to National and International Competitive Bidding.

IB.2 Source of Funds

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

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all Bidders meeting the following requirements:
 - a. An applicant shall be a private, public or government owned legal entity (company/firm) or any combination of them in the form of association(s) including joint ventures (JV) with the formal intent, as evidenced by the letter of intent, to enter into an agreement or under the existing agreement.
 - b. Applicant and all parties constituting the application shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the designs or technical specifications of the works that are the subject of this document / project.

- c. An applicant should be registered with SECP / Registrar of Firms / GSTN, Federal Board of Revenue Pakistan (NTN & GST) and Punjab Revenue Authority (PRA) and submit documentary evidence as per clause IB 26.6.
- d. An applicant must be authorized dealer of weighing equipment manufacturing company, if applicant is submitting his bid in authorized dealer capacity. (Copy of authorized dealership certificate / letter must be attached with bidding documents).
- e. MOU or Agreement indicating the nature of agreement, in case of Consortium or JV.
- f. An applicant must not be black listed by any government / semi government / autonomous body in Pakistan and anywhere in the world.
- g. An applicant must meet / conform the minimum requirements / specifications mentioned in at **Annex-H & Annex-I**.
- h. An applicant must not bid for less than required quantity of 36 Mobile Weighing Equipment including all accessories
- i. An applicant must submit spare parts price list and written undertaking that applicant will ensure the availability of spare parts during design life (ten years) of weighing equipment.
- j. An applicant must submit / provide weigh equipment Manufacturer Registration certificate in its respective country of origin.
- k. The bidder shall submit all the documents mentioned in **Annex-D** and mentioned in bidding data sheet.

IB.4 One Bid per Bidder

- 4.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture / consortium. A Bidder who submits or participates in more than one bid shall be disqualified.

IB.5 Cost of Bidding

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

IB.6 Site Visit

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

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders
2. Bidding Data
3. Form of Bid and Appendices to Bid
4. Schedules to Bid (Annex A to Annex R)
5. Conditions of Contract
7. Standard Forms
8. Specifications
9. Drawings

7.2 The bidders are required to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.29, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Purchaser in writing before five (5) days from bid submission date at the Purchaser's address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification which he receives within due time, stated in the Bidding Data, prior to the deadline for submission of bids.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated to all bidders.

9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may extend the deadline for submission of bids in accordance with Clause IB.23.

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid as well as all correspondence and documents related to the bid exchanged by a bidder and the Purchaser shall be in the bid language stipulated in the Bidding Data and Conditions of Contract. Supporting documents and printed literature furnished by the

Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

11.1 Each Bidder shall:

- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder;
- (b) The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other the Tender/Bid price (Financial Proposal), containing the documents listed in Bidding Data Sheet. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet.
- (c) Furnish a technical & financial proposal taking into account the Appendices to Bid.

11.2 Bids submitted by a JV / Consortium shall include a copy of the Joint Venture / Consortium Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture / Consortium Agreement can be submitted at the time of bid submission, however in the event of a successful bid, successful bidder shall submit an agreement signed by all partners and submit it before signing of agreement with purchaser. The role to be played by each partner to be specified therein. Bids submitted by a joint venture / consortium of two (2) or more firms shall comply with the following requirements:

- (a) the bid, in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture / consortium partners shall be nominated as being partner-in-charge (Lead Member); and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture / consortium partners (digital signatures shall not be accepted).
- (c) the partner-in-charge (lead member) shall always be duly authorized to deal with the Purchaser regarding all matters relating to and/or incidental to the supply of Goods as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture / consortium;
- (d) all partners of the joint venture / consortium shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid (Financial Proposal) and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture / consortium partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which

persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture / consortium, the proportionate participation of the several firms forming the joint venture / consortium, and any other information necessary to permit a full appraisal of its functioning. Changes in the composition of JV or consortium are not allowed till the completion of assignment.

- 11.3 The Bidder shall furnish, as part of the Technical Proposal, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidding Forms, sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 The Bidder shall submit the Form of Bid (Financial Proposal) using the form attached herewith (**FIN-A**). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods (Financial Proposal), according to their origin as appropriate, using the forms furnished in Appendices to Bid along with Manufacturer's Authorization certificate / letter in case the Bidder is not himself the manufacturer.
- 12.3 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Goods as described in Sub-Clause 1.1 hereof, based on the unit rates and/or prices submitted by the bidder.
- 12.4 The Bidders shall fill in rates and prices for all items of the Goods described in the Price Schedules (financial proposal). Items against which no rate or price is entered by a bidder will not be paid for by the Purchaser when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules (Financial Proposal).
- 12.5 All duties, taxes, freight, insurance and other levies payable by the Supplier under the Contract, or for any other cause, as on the date 1 day prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder. Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per Clause 17 of the General Conditions of Contract.
- 12.6 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 15 of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment if required under Sub-Clause 15.2 of General Conditions of Contract, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak Rupees (PKR).

IB.14 Documents Establishing the Eligibility of the Bidder

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

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

IB.15 Documents Establishing the Conformity of Goods to Bidding Document

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

IB.16 Documents Establishing the Qualification of the Bidder

- 16.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents (see **Annex-D**).
- 16.2 If so required in the Bidding Data, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization certificate / letter using the appended form (**Annex-Q**) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

IB.17 Bid Validity

- 17.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.26.

- 17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.18 in all respects.

IB.18 Bid Security

- 18.1 Each Bidder shall furnish a Bid Security as part of Technical Proposal in the amount stipulated in the Bidding Data in Pak Rupees.
- 18.2 The Bid Security shall be, at the option of the Bidder, in the form of Demand Draft/Deposit or Pay Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Section Officer General, Transport Department, GoPb valid for a period 28 days beyond the Bid Validity date.
- 18.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive.
- 18.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 30 days after the award of contract with successful bidder or in case of 30 days of expiry of bid validity, whichever is earlier.
- 18.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security before signing of the contract.
- 18.6 The Bid Security may be forfeited:
- (a) if the Bidder withdraws his bid except as provided in Sub-Clause 25.1;
 - (b) if the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 30.2 hereof; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.19 Alternate Proposals by Bidder

Not applicable

IB.20 Pre-Bid Meeting

- 20.1 The Purchaser shall conduct a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, is as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

- 20.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Purchaser not later than three (3) days before the proposed pre-bid meeting.
- 20.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all bidders. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser through the issue of an Addendum pursuant to Clause IB.9 and through the minutes of the pre-bid meeting.
- 20.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.21 Format and Signing of Bid

- 21.1 Bidders are particularly directed that the amount entered on the Form of Bid (Financial Proposal) shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 21.2 All documents submitted with bid including appendices and schedules to bid are to be properly completed, signed and stamped.
- 21.3 No alteration / cutting / over writing is to be made in the Financial Proposal nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 21.4 The Bidder shall prepare one original of the Technical Proposal and one original of the Financial Proposal comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it “ORIGINAL TECHNICAL PROPOSAL” and “ORIGINAL FINANCIAL PROPOSAL”. In addition, the Bidder shall submit two (2) copies of the Bid one “copy of technical proposal” and other “copy of financial proposal” and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clauses 11.1(a) and 11.2 hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 21.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Purchaser, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 21.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 21.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.22 Sealing and Marking of Bids

- 22.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 22.2 hereof.
 - (c) The Technical Proposal (Envelope-A) & the Financial Proposal (Envelope-B) should comprise of documents listed in bidding data sheet which shall be placed in separate envelopes in accordance with IB 11.1.
- 22.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the Bidding Data Sheet;
 - (b) Bear the name of the contract as defined in the Bidding Data Sheet; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.
- 22.3 In addition to the identification required in IB 22.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.24.
- 22.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

IB.23 Deadline for Submission of Bids

- 23.1
- (a) Bids must be received by the Purchaser at the address specified no later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 23.2 The Purchaser may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights

and obligations of the Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.24 Late Bids

- 24.1 (a) Any bid received by the Purchaser after the deadline for submission of bids prescribed in Clause IB.22 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.25 Modification, Substitution and Withdrawal of Bids

- 25.1 Any Bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Purchaser prior to the deadline for submission of bids.
- 25.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.22 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 25.3 No bid may be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 24.1 and 30.2.
- 25.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.18.

E. BID OPENING AND EVALUATION

IB.26 Bid Opening

- 26.1 The Purchaser will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.24, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 26.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.24 shall not be opened.
- 26.3 The Bidder's name and total Bid Price, any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening of bids.

- 26.4 Purchaser shall prepare minutes / proceedings of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 25.3.
- 26.5 Bids complying with the bidding data and other requirements / eligibility criteria mentioned in IB 3 shall be opened for technical evaluation.

Evaluation of Qualification & Technical Proposals (Envelope-A)

26.6 a) **Preliminary Examination eligibility of Technical Proposals**

That the SECP/Registrar of Firms/GSTN Certificates, Tax certificates, letter of Technical Proposals, Bidders' Info, bid annexures / schedules / forms, bid security and related documents are provided and are properly filled, signed and stamped by the bidder.

b) **Detail Evaluation of Qualification of Bidders**

The Purchaser shall first examine qualification and experience Data as per documents & annexures submitted by the Bidder. The Technical Proposals examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in clause IB 3. Only substantially responsive qualification shall be considered for further evaluation.

- 26.7 The Purchaser shall confirm that all the documents and information have been provided for evaluation of Technical Proposals as mentioned in clause IB 3 & Annex-D.

- 26.8 At the end of the evaluation of the Technical Proposals, the Purchaser will invite only those bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified to attend the opening of the Financial Proposals.

The date, time, and location of the opening of Financial Proposals will be communicated in writing by the Purchaser. Bidders shall be given reasonable notice for the opening of Financial Proposals.

- 26.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Proposals being substantially non-responsive to the requirements of the Bidding Document and return their Financial Proposals unopened before inviting others determined as being qualified, to attend the opening of Financial Proposals.

- 26.10 The Purchaser shall conduct the opening of Financial Proposals of all Bidders who submitted substantially responsive Technical Proposals and technically qualified, publicly in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidders' representatives who are present shall be requested to sign a register/sheet evidencing their attendance.

- 26.11 Envelopes containing Financial Proposals shall be opened one at a time and the following read out and recorded:

(a) The name of the Bidder;

- (b) The Financial Proposals, including any discounts; &
- (c) Any other details as the Purchaser may consider appropriate.

Only Financial Proposals and discounts, read out and recorded during the opening of Financial Proposals shall be considered for evaluation.

IB.27 Process to be Confidential

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

IB.28 Clarification of Bids

- 28.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with Clause IB.31. The bidder shall be bound to respond within three (03) days of the date of the communication.

IB.29 Examination of Bids and Determination of Responsiveness

- 29.1 Prior to the detailed evaluation of bids, the Purchaser will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 29.2 A substantially responsive bid is one which
- (i) meets the eligibility criteria;
 - (ii) has been properly signed & stamped;
 - (iii) is accompanied by the required and valid Bid Security; and
 - (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.

A material deviation or reservation is one

- (i) which affect in any substantial way the scope, quality or performance of the Goods;

- (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.30 Correction of Errors

30.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

30.2 The amount stated in the Financial Proposal will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 18.6(b) hereof.

IB.31 Evaluation and Comparison of Bids

31.1 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.29.

31.2 In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause IB.30;
- (b) excluding Provisional Sums and the provision, if any, for contingencies; and
- (c) making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria

31.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

31.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser's estimate of the cost of Goods to be delivered under the Contract, the Purchaser may require the Bidder to produce detailed price analyses for any or all

items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed.

IB.32 Post Qualification of the Bidder

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

F. AWARD OF CONTRACT

IB.33 Award

- 33.1 Subject to Clauses IB.34 and IB.38, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 32.2.
- 33.2 The Purchaser, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence:

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

IB.34 Purchaser's Right to Accept any Bid and to Reject any or all Bids

- 34.1 Notwithstanding Clause IB.33, the Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to acceptance of bid (Rule 35(1) PPR 2014), without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.
- 34.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods originally specified in Delivery and Completion Schedules, provided this does not exceed the percentages indicated in the Bidding Data, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

IB.35 Notification of Award

- 35.1 Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful Bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Purchaser will pay the Supplier in consideration of the delivery of Goods by the Supplier as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).
- 35.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Purchaser may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.
- 35.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Purchaser and the Bidder till signing of the formal Contract Agreement.
- 35.3 Upon furnishing by the successful Bidder of a Performance Security, the Purchaser will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.36 Performance Security

- 36.1 The successful Bidder shall furnish to the Purchaser a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 36.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.36.1 or Clauses IB.37 or IB.39 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.37 Signing of Contract Agreement

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

IB.38 General Performance of the Bidders

The Purchaser reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as reported by the purchasers of the previously awarded contracts, interalia, reject his bid and proceed in accordance with Rule 21 of the Public Procurement Rules 2014 to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Goods.

IB.39 Integrity Pact

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

IB.40 Instructions not Part of Contract

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

IB.41 Margin of Preference

Unless otherwise specified in the Bidding Data, no margin of preference shall apply.

**BIDDING
DATA SHEET**

2. BIDDING DATA SHEET

(Clause Reference)

IB 1.1 Name & address of the Purchaser and Summary of Goods to be Procured:

Deputy Secretary (Development), Transport Department, Government of the Punjab, 11-A Edgerton Road, Lahore, Pakistan. The successful bidder shall Supply, Install, Calibrate, Commissioned and Maintain 36 Mobile Weighing Equipment including all Accessories in Punjab, Pakistan:

Sr. No	Description (Nature of Work)	Quantity
1	Supply, Installation, Calibration and Commissioning of Mobile Weighing Equipment Including all Accessories in Punjab, Pakistan	36
3	Maintenance of mobile weighing equipment including all accessories for a period of One (01) year from date of commissioning	36

IB 2.1 Source of Funding:

This project shall be financed by “Government of the Punjab” under Axle Load Management Regime.

IB 10.1 Language:

The language shall be English.

IB 11.1 (b & c) Furnish with Technical Proposal

The bidder shall furnish its technical proposal taking into account the following Annexures & forms;

- i. Annex-A: Undertaking
- ii. Annex-B: Technical Proposal Submission Form
- iii. Annex-C Tech Form 1: Technical Proposal Forms
- iv. Tech Form 2: General Information
- v. Tech Form 3: Financial Capability of Single Entity (*if applicable*)
- vi. Tech Form 4: Financial Capability of JV / Consortium of Firms (*if applicable*)
- vii. Annex-D: Technical Proposal Checklist
- viii. Annex-F: Financial Capacity of the Bidder
- ix. Annex-G: Covering Letter (Form of Bid)
- x. Annex-H: Mobile Weighing Equipment Specifications
- xi. Annex-I: Accessories Specifications
- xii. Annex-L: Format of Power-of-Attorney

- xiii. Annex-M: Bid Security Form
- xiv. Annex-N: Performance Security
- xv. Annex-O: Integrity Pact
- xvi. Annex P: Affidavit of Declaration
- xvii. Annex-Q: Manufacturer's Authorization
- xviii. Annex- R: Completion and Delivery Schedule

The bidder shall furnish its financial proposal taking into account the following Annexures:

- i. Annex-E: Financial Proposal Submission Form
- ii. FIN-A: Financial Bid for Mobile Weighing Equipment Including All Accessories, and Maintenance Cost
- iii. Annex-J: Spare Parts Availability & Price List

IB 13.1 Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the Bidder entirely in Pak Rupees (PKR)

IB 17.1 Period of Bid Validity

The period of Bid Validity shall be 120 days after the opening of Bid.

IB 18.1 Amount of Bid Security

All bids must be accompanied by a Bid Security in the amount of Rs. **4,000,000/- (Rupees Four Million Only)** in the format of Pay Order / Demand Draft / Bank Guarantee on bid security form provided in this document in favor of "Section Officer (General), Transport Department, GoPb" issued by a scheduled bank allowed to do financial transactions in PAKISTAN or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan

IB 20.1 Pre-Bid Meeting

Pre-Bid meeting will be scheduled on **05-03-2018** at 1100 hours in Committee Room of Transport Department, Transport House, 11-A Egerton Road, Lahore, Pakistan. Minutes of Pre-Bid meeting shall be uploaded on www.punjab.gov.pk/transport and potential bidders can obtain the same from Deputy Secretary (Development), Transport Department, GoPb.

IB 22.2 (a & b) Contract Name and Address of Purchaser

Supply, Installation, Calibration, Commissioning and Maintenance of 36 Mobile Weighing Equipment Including all Accessories in Punjab, Pakistan and submit it to

Deputy Secretary (Development)
Transport Department, Government of Punjab
Transport House, 11-A Egerton Road, Lahore.
Tel: +92-42-99201159, +92-42-99205361
Fax: +92-42-99200497
Email: dsttechnical.td@gmail.com

IB 23.1 (a) Deadline for Submission of Bids

The bids / proposals from potential bidders should reach on or before **30th March, 2018** no later than 1200 hours (PKT) along with the bid security in the form of Pay Order / Bank Draft/Bank Guarantee, Forms, Affidavits, Annexures, etc. on the address mentioned in bidding data sheet.

IB 26.1 Opening of Bids

The bids submitted by the potential bidders shall be opened on **30th March, 2018** at 1230 hours (PKT) in the Committee Room of Transport Department, Transport House, 11-A Egerton Road, Lahore, Pakistan

IB 26.9 Return of Financial Proposal

The department shall intimate the bidders who did not technically qualify to collect their unopened financial bids from the department.

IB 34.2 Increase / Decrease the Goods Quantity

Percentage increase or decrease shall not exceed 20%.

IB 36 Performance Security

Performance Security shall be 10% of contract price in the form of unconditional Bank Guarantee or Pay Order or Demand Draft from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.

IB 37.2 Signing of Contract Agreement

The formal agreement shall be signed after the submission of acceptable performance security to purchaser by the successful bidder.

SCOPE OF WORK

3. SCOPE OF WORK

The overall objectives of the project are to attain a sustainable and safe road network by ensuring that the axle loads applied to road pavements are not above limits thus minimizing the damage to roads and bridges in and around the province.

The specific objectives of this project are to ensure that the axle loading on the highways and provincial roads is monitored by enforcing legal axle loading limits. The mobile weighing equipment and accessories shall be supplied, commissioned, calibrated, installed and maintained as per manufacturer standards within the specified period.

The services to be provided by the successful bidder shall include but not be limited to the following:

- i. Supply and installation of 36 Mobile Weighing Equipment with all accessories including but not limited to LED display, Laptop, Printer, Generator, Batteries, Stabilizer, Surge protector and any other accessories required for commissioning of weighing equipment with each Mobile Weighing Equipment.
- ii. Commissioning of all 36 Mobile weighing equipment in accordance with work order issued by Purchaser including all accessories supplied under this RFP.
- iii. Calibration and servicing/repair of all 36 Mobile weighing equipment including all accessories at regular and scheduled intervals as per manufacturer's requirement and as per demand of the Purchaser.
- iv. Ensure that the provided weighing equipment is capable to process, display and transfer / export accurate real time vehicle weighing data without errors.
- v. Maintenance of each mobile weighing equipment for the period of one (01) year from the date of its commissioning. The successful bidder shall prepare a maintenance schedule for approval by the Purchaser.
- vi. Replacement of faulty parts under warranty free of cost.
- vii. Training of the Purchaser's personnel will be arranged by the successful bidder for on-site assembly, startup, operation, maintenance, calibration, commissioning and/ or repair of the supplied Weighing Equipment for a period of Sixty (60) days.

Time Period

Time period for supply, installation, calibration and commissioning is **One Hundred and Forty Five (145) Days from the Date of Signing of Agreement**, whereas, maintenance period of weighing equipment including all accessories supplied, installed, calibrated & commissioned is One (01) year from the date of its commissioning. If the successful bidder fails to supply required goods within prescribe time than purchaser shall impose liquidated damages @ 0.1% per week of contract price.

Specifications of Weighing Equipment

The prospective bidder must ensure that weighing equipment supplied under the contract are as per specifications mentioned in **Annex-H**. If successful bidder fails to supply the weighing equipment as per required specifications, the successful bidder shall replace the weighing

equipment or purchaser shall impose liquidated damages @ 0.1% per week of contract price or both.

Number of Weighing Equipment to be Supplied

The total quantity of weighing equipment to be supplied under this RFP are 36 Mobile Weighing Equipment including all accessories as per work order placed by Purchaser for establishment of 36 Mobile Weigh Stations.

The bidder who will bid for lesser quantity shall be considered as non-responsive.

Calibration of Weighing Equipment

The successful bidder shall ensure calibration of all 36 Mobile weighing equipment as per manufacturer's schedule or on purchaser's demand within seven (07) days from due date or purchaser's request. If successful bidder fails to calibrate the weighing equipment within prescribed time than purchaser shall impose liquidated damages @ 0.025% per week of contract price.

Provision of Accessories

The successful bidder shall ensure the weighing equipment including all accessories comprising of but not limited to; LED display, Laptop, Printer, Generator, Batteries, Stabilizer, Surge protector and any other accessories required for commissioning of weighing equipment with each mobile weighing equipment. The specifications of accessories are at **Annex-I**. It shall be responsibility of successful bidder to replace the accessory(ies), if the accessory(ies) is / are not according to required specifications as per **Annex-I** without any financial impact on Purchaser.

Data Transfer

The successful bidder shall ensure that the weighing equipment (hardware & software) supplied under this RFP has the capability to transfer data to external devices. If supplied hardware's & software's do not have the capability of data transfer then purchaser shall impose liquidated damages @ 0.025% per day of contract price and successful bidder shall replace the required component for smooth and uninterrupted data transfer.

After Sale Service Plan

The successful bidder shall furnish detailed After Sales Service Plan and ensure that the sufficient number of spare parts are available for period of ten (10) years to meet the demand and ensure uninterrupted operations at all 36 mobile weighing stations. After Sales Service Plan shall be furnished and submitted to department prior to start of supply of weighing equipment.

Maintenance of Weighing Equipment

- i. The maintenance services for the supplied Weighing Equipment including all accessories is to be provided for one (01) year from date of its commissioning. The Official commissioning date of weighing equipment including all accessories shall be notified by the Transport Department, GoPb. The successful bidder will give the details of staff designated for maintenance of supplied weighing equipment under this document.
- ii. Maintenance of weighing equipment including all accessories supplied under this RFP includes but not limited to;

- a. Time to time inspection of weighing equipment including all accessories for error free results
- b. Free replacement and/or repair of faulty parts under warranty
- c. Calibration of weighing equipment including all accessories & software as per manufacturer's schedule/guidelines/standards or when required
- ii. If successful bidder fails to perform maintenance works, then purchaser shall impose liquidated damages @ 0.025% per week of contract price.
- iii. For smooth, uninterrupted and error free operations of weighing equipment, the Successful bidder's designated staff member(s) shall visit each mobile weighing station in Punjab, once a month and/or Purchaser's demand at its own cost.

Warranty

- i. The successful bidder shall be responsible for any defect or failure of part(s) provided in the weighing equipment for a period of one (01) year from date of its commissioning. The rectification/ replacement of failed components/ equipment under warranty will be undertaken by the successful bidder free of cost.
- ii. The Warranty includes but not limited to load cells system, load cell cables, scale weighbridge, kit, indicator, weight detectors etc. that are supplied with and are connected to the weighing equipment.
- iii. The successful bidder warrants that the weighing equipment supplied under the Contract are brand new, unused, of the most recent or current models and those they incorporate all recent improvements.
- iv. Should any such defect occur within the 01-year warranty period during the operations, the Warranty shall cover,
 - a. 100% coverage of repair parts and labor, or
 - b. Replacement of the product at bidder's cost.
 - c. Recalibration of the supplied weighing equipment shall be made free of cost, if required, after warranty repairs are made by the successful bidder.
- v. Warranty terms for LED display, Laptop, Printer, Generator, Batteries, Stabilizer, Surge protector, any other accessories required for commissioning of weighing equipment and other peripheral equipment are also covered for a period of one (01) year from date of its commissioning on similar terms and conditions as indicated in clause iv above.
- vi. The Purchaser shall promptly notify the successful bidder in writing of any claims arising under this warranty.
- vii. Upon receipt of such notice, the successful bidder shall be responsible for replacement / repair of faulty / defective part(s) within fourteen (14) days, without any costs to the Purchaser. If successful bidder fails to replace / repair fault part(s) within prescribe time, then purchaser shall impose liquidated damages @ 0.05% per week of contract price.
- viii. If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified mentioned above, the Purchaser may proceed to take such remedial action

as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the successful bidder under the Contract.

- ix. This warranty shall remain valid for a period of one (01) year for mobile weighing equipment and all accessories from date of its commissioning. The Official commissioning date of weighing equipment shall be notified by the Transport Department, GoPb.
- x. The bidder further warrants that all Weighing Equipment supplied under this RFP shall have no defect, arising from operations of weigh station under normal use of the supplied Weighing Equipment in the conditions prevailing in the country of final destination for the period of the warranty.

Weighing Equipment Make/Brand

The bidder is required to clearly quote the brand of Mobile Weighing Equipment. The quoted Brand must meet the specifications prescribed in this bidding document.

Technical and Financial Evaluation Criteria

TFE.1 Technical Proposal

The bidders are required to submit following basic documents for technical assessment:

- 1- Bidder details including name of the Company/ JV/Consortium registered and mailing address, year of establishment and number of years in experience.
- 2- Technical capabilities in terms of human resources including owner/ director bio data etc.
- 3- National Tax Number /Tax registration and Sales Tax certificate of the Manufacturer / Authorized Dealer.
- 4- Plan for supply and installation of mobile weighing equipment.
- 5- Audited Financial Statements (complete) of Accounts for last 3 years;
- 6- Undertaking that the firm has not been blacklisted or debarred by any government organization in Pakistan and anywhere in world;

Note: In addition to the above documents, Purchaser may require additional documents in support of evidence against technical evaluation criteria as mentioned in this document.

TFE.2 Financial Proposal

The financial proposal must be submitted in a separate sealed envelope on letterheads, indicating the name of the bidder and information mentioned in **“FIN-A”**.

Note: In addition to the above documents, Purchaser may require additional documents in support of evidence against financial evaluation criteria as mentioned in this document.

TFE.3 Technical Evaluation Criteria

(Please fill out the details in this section and provide required documents/proofs if you are manufacturer or authorize dealer of weighing equipment)

The Purchaser will evaluate bids based on the **following technical evaluation criteria**:

A. Number of Years of Experience

Maximum 20 Marks

(i) Please fill the below table in case bidder is manufacturer

Marks will be awarded for each year of experience in Manufacturing of Mobile / Portable Weighing Equipment. A maximum of 20 marks can be achieved for 6 or more years of experience.

Note: Please provide firm's registration certificate with respect to permission of manufacturing weighing equipment by the relevant department/agency of the country of the manufacturer.

<i>Experience</i>	<i>Marks</i>	Please Check (✓) the Relevant Option
1 Year of Experience	2	
2 Years of Experience	4	

3 Years of Experience	8	
4 Years of Experience	12	
5 Years of Experience	16	
6 or above Years of Experience	20	

(ii) *Please fill the below table in case bidder is Authorized Dealer*

Marks will be awarded for each year of experience of authorized dealership/supply of Mobile / Portable Weighing Equipment. A maximum of 20 marks can be achieved for 6 or more years of experience.

Note: Please provide Authorized Dealership/ Dealer Certificate from manufacturer.

<i>Experience</i>	<i>Marks</i>	Please Check (√) the Relevant Option
1 Year of Experience	2	
2 Years of Experience	4	
3 Years of Experience	8	
4 Years of Experience	12	
5 Years of Experience	16	
6 or above Years of Experience	20	

Note: the bidder will obtain marks either in the capacity of manufacturer or authorize dealer. No bidder shall obtain more than 20 marks under Clause 6.1 (a).

B. Numbers of Vehicle Weighing Equipment supplied, installed and commissioned in last five (05) years along with delivery certificates/contract documents or any other documentary evidence duly signed and stamp.

Maximum 25 Marks

<i>Sr. No</i>	<i>Number of Vehicle Weighing Equipment supplied, installed and commissioned in Last 5 years</i>	<i>Marks</i>	<i>Please Check (√) the Relevant Option</i>
1	2 – 5	4	

2	6 – 10	8	
3	11 – 15	12	
4	16 – 20	16	
5	21 or above	20	

Note: In case of experience (minimum 5 units) in supply, installation and commissioning of weigh-in-motion equipment, an additional 5 marks will be given.

C. Financial Stability

Maximum 20 Marks

Sr. No.	Net Worth of Firm/JV/Consortium	Marks	Please Check (√) the Relevant Option
1	Under 100 Million	5	
2	100 Million and up to 125 Million	10	
3	Above 125 Million and up to 150 Million	15	
4	Above 150 Million	20	

Note: Bidders shall furnish certificate from the Chartered Accountant as documentary evidence in support of the same along with audited financial statements for last three (03) years. (Please provide detail as per Tech form-3 & Tech form-4 whichever is applicable.)

D. Human Resource

Maximum Marks 50

Sr. No.	Designation	Qualification	Experience	Marks (Qualification + Experience)
1	Team Leader (Minimum Relevant Experience 3 Years)	BSc in Mechatronics/ Electronics/ Mechanical/ Electrical Engineering or related field 5 marks	Marks shall be awarded for minimum relevant experience of 3 Years. One mark shall be awarded for one year up to maximum 5 or more years of experience. Note: No marks shall be awarded for	5 + 5 = 10

			experience less than 3 years.	
2	Electrical Engineer/Technician	BSc/B-Tech/DAE in Electrical Engineering/Technology 5 marks	<p><u>For BSc:</u></p> <ul style="list-style-type: none"> • 3 Marks for minimum 3 years of experience • Upto 5 marks for 5 or more years of experience. <p><u>For B-Tech:</u></p> <ul style="list-style-type: none"> • 3 Marks for minimum 5 years of experience • Upto 5 marks for 7 or more years of experience. <p><u>For DAE:</u></p> <ul style="list-style-type: none"> • 3 Marks for minimum 8 years of experience • Upto 5 marks for 10 or more years of experience <p>Note: No marks shall be awarded for experience less than minimum requirement.</p>	5 + 5 = 10
3	IT Engineer/Technician	Bachelors/Diploma in Computer Hardware/Software Engineering 5 marks	<p><u>For BSc:</u></p> <ul style="list-style-type: none"> • 3 Marks for minimum 3 years of experience 	5 + 5 = 10

			<ul style="list-style-type: none"> • Upto 5 marks for 5 or more years of experience <p><u>For Diploma:</u></p> <ul style="list-style-type: none"> • 3 Marks for minimum 8 years of experience • Upto 5 marks for 10 or more years of experience <p>Note: No marks shall be awarded for experience less than minimum requirement.</p>	
4	Mechanical Engineer/Technician	BSc/B-Tech/DAE in Mechanical Technology 5 marks	<p><u>For BSc:</u></p> <ul style="list-style-type: none"> • 3 Marks for minimum 3 years of experience • Upto 5 marks for 5 or more years of experience. <p><u>For B-Tech:</u></p> <ul style="list-style-type: none"> • 3 Marks for minimum 5 years of experience • Upto 5 marks for 7 or more years of experience. <p><u>For DAE:</u></p> <ul style="list-style-type: none"> • 3 Marks for minimum 8 	5 + 5 = 10

			years of experience • Upto 5 marks for 10 or more years of experience Note: No marks shall be awarded for experience less than minimum requirement.	
5	Manager	Bachelors preferably in Management Sciences 5 Marks	Marks shall be awarded for minimum relevant experience of 3 Years. One mark shall be awarded for one year up to maximum 5 or more years of experience. Note: No marks shall be awarded for experience less than 3 years.	5 + 5 = 10

E. Experience in Maintenance of Vehicle Weighing Equipment along with delivery certificates/contract documents or any other documentary evidence duly signed and stamp. 20 Marks

Sr. No	Number of Vehicle Weighing Equipment maintained in Last 3 years	Marks	Please Check (✓) the Relevant Option
1	2 – 5	4	
2	6 – 10	8	
3	11 – 15	12	
4	16 – 20	16	
5	Above 20	20	

F. Approach, Work Plan and Methodology (mandatory)

Description
Degree of understanding the requirements and objectives of the assignment
Identification of potential risks that may affect the execution of the assignment, and mitigation strategies/measures proposed
Appropriateness of approach & Methodology adopted for the task defined in Scope of Work
Work Break Down Structure (WBS) conforming delivery of the assigned tasks within specified time line
Suitability of the Work Plan (Staffing, Schedule), resource utilization, maintenance plan and Quality Assurance Plan

Total Marks

135

Note: The prospective bidder must obtain minimum 65% Marks (i.e. 88 Marks) or more score to qualify technical evaluation.

TFE.4 Financial Evaluation Criteria

The prospective bidder whose financial bid is lowest will be declared as successful bidder.

FORMS & ANNEXURES

Annex-A: Undertaking

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20_____

Signature

(Company Seal)

In the capacity of Duly authorized to sign bids for and on behalf of:

Annex-B: Technical Proposal Submission Form (Part of Technical Bid Envelope)

Technical Proposal Submission Form for Mobile Weighing Equipment

To _ (Name and address of Purchaser / Client)

[Location, Date]

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your Request for Proposal dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to Supply, Installation, Calibration, Commissioning and Maintenance of 36 Mobile Weighing Equipment including all accessories within prescribed period.

We also confirm that the Government of Pakistan / Punjab has not declared us ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

This Technical Proposal forms part of our Bid and comprised the documents duly completed including all Annexures.

We certify that the following Addenda have been received and are accepted as a part of the Bid Documents:

Addendum No.	Date

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,
Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annex-C: Technical Proposal Forms

Tech Form 1: Bidder's Organization

Provide a brief (maximum 5 pages) description of the background and organization of your firm and each partner for this assignment [Provide here description of the background and organization of your firm/entity and each associate for this assignment.]

1. Firm Structure:
2. Firm Background:
3. Chief Executive Officer:
4. Board of Directors / Partners.

_____ (Seal)

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Tech Form 2: General Information

All individual firms and each partner of a joint venture / consortium applying for qualification are requested to complete the information in this form.

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone Landline #: Mobile #:	Contact Person: Name: Title:
4.	Fax:	E-mail:
5.	Place of Incorporation/Registration	Year of incorporation/registration (Attach proof)

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

Stamp

Tech Form 3: Financial Capability of Single Entity
(Net Worth)

Name of Applicant

All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the net worth of the Applicant, in terms of the amounts billed to Purchasers for each year for work in progress or completed over the past five years.

Use a separate sheet for each partner of a joint venture.

Description	2016-17	2015-16	2014-15
Net Worth (PKR. Millions)			

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

Tech Form 4: Financial Capability of JV / Consortium of Firms

Net Worth (if applicable)

Names of all Partners of a Joint Venture
1. Lead Partner
2. Partner
3. Partner
4. Partner

Net Worth

	Equity Share (%)	Net Worth 2016-17 (PKR. Millions)	Net Worth 2015-16 (PKR. Millions)	Net Worth 2014-15 (PKR. Millions)
Member 1 (Consortium / JV)				
Member 2 (Consortium / JV)				
Member 3 (Consortium / JV)				
Member 4 (Consortium / JV)				
Total				

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

Annex-D: Technical Proposal Checklist

The following data form shall be filled out by the Bidder; and by all partners in case of a Joint Venture, with supporting documents for evidence. The Purchaser reserves the right to request additional information for values/information entered by the Bidder against any criteria.

Sr. No	Description	Remarks
1.	Year of registration with evidence	State No. of years _____
2.	Organization Profile	Yes/ No
3.	Technical Personals Details	Yes/No
4.	NTN	Yes/ No
5.	GST	Yes/No
6.	Punjab Revenue Authority (PRA) registration number	Yes/No
7.	Net Worth	PKR. _____
8.	Audited Financial Statement (complete) for last Three Years	Yes/ No
9.	Valid Bid Security	Yes/No
10.	Authorized Dealership Certificate from Manufacturer, if bidder is authorized dealer	Yes/No
11.	Manufacturer's Company Profile, if bidder is authorized dealer	Yes/No
12.	Documentary evidences to support your claim for technical evaluation (such as contract agreements/letter of award/completion certificates)	Yes/No
13.	CVs of proposed Human Resource	Yes/No
14.	Warranty Certificate / Letter	Yes/No

15.	Spare parts availability certificate / letter	Yes/No
16.	Submission of all annexures, affidavits, forms etc. with bid (signed & stamped)	Yes/No
17.	MOU or Agreement, in case bidder is JV / Consortium of Firms	Yes/No
18.	Completion and Delivery Schedule (signed and stamped)	Yes/No

**Note: Please encircle the right option*

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

Annex-E: Financial Proposal Submission Form (Part of Financial Bid Envelope)

Financial Proposal Submission Form for Mobile Weighing Equipment

[Location, Date]

To _____(Name and address of Client / Purchaser)_ Dear Sir,

We, the undersigned, offer to provide the **Supply, Installation, Calibration, Commissioning and Maintenance of 36 Mobile Weighing Equipment including all accessories** in accordance with your Request for Proposal dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of PKR (insert amount in words and figures) __. This amount is inclusive of all applicable taxes, duties, insurance, freight etc. as per Laws of the Government of Pakistan and/or Government of the Punjab, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on goods and/or services as and when applicable.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e. before the date indicated in this RFP.

We also declare that the Government of Pakistan / Punjab has not declared us ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

This Financial Proposal forms part of our Bid and comprised the documents duly completed such as Annexures -E, FIN-A and J.

We certify that the following Addenda have been received and are accepted as a part of the Bid Documents:

Addendum No.	Date

If this Bid is accepted, we will provide the specified Performance Security, in accordance of the Conditions of Contract.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the
Applicant. Date:

FIN-A: Financial Bid for Mobile Weighing Equipment Including All Accessories and Maintenance Cost

Technically qualified bidders with minimum value of “X” will be considered successful.

Sr. No.	Item	Price PKR (In Figures)	Price PKR (In Words)
1	Price of One Mobile Weighing Equipment including Installation, Calibration & Commissioning inclusive of all relevant taxes, duties, freight, insurance etc. associated with One Mobile weighing equipment <i>(bidders are advised to mention all the tax rates)</i>	a	
4	Price of all accessories including LED Display, Laptop, Printer, Generator, Batteries, Stabilizer, Surge protector and any other accessories required for commissioning of weighing equipment inclusive of all relevant taxes, duties, freight etc. associated with all accessories <i>(bidders are advised to mention all the tax rates)</i>	b	
8	Total Maintenance Cost for one (01) year for One mobile weighing equipment inclusive of all relevant taxes, duties, etc.* <i>(bidders are advice to mention tax rate and amount of tax separately too.)</i>	c	
9	Total Cost per Mobile Weighing Equipment Including All Accessories, Installation, Maintenance inclusive of all relevant taxes, duties, freight, insurance etc. (Bid Price)	X = a+b+c	
10	Total Cost for 36 Mobile Weighing Equipment Including All Accessories, inclusive of all relevant taxes, duties, freight, insurance etc.	Y = X * 36	

* Manufacturer/Authorized Dealer will also provide month wise maintenance cost

Important note:

- The quoted price is inclusive of all applicable taxes as per Laws of the Government of Pakistan and Government of the Punjab, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on goods and/or services as and when applicable.

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Annex-F: Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out by the Bidder; and by all partners in case of a Joint Venture and along with one summary form for all partners. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply & Services may be disqualified.

Financial Information	Provide the required information for the previous three years. (Most recent to oldest). Also attach Audited Financial Statements for last Three (03)		
	Year-1 (2016-17)	Year-2 (2015-16)	Year-3 (2014-15)
	Information from Balance Sheet:		
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

Annex-G: Covering Letter (Form of Bid)

To

(Name and address of Purchaser)

Contract Title: _____

Dear Sir,

- a) Having examined the Bid document including Instruction to Bidders, conditions of contracts, specifications, Addenda Nos. and Annexures we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Purchaser Department / Office.
- c) We agree to abide by this proposal for the period of _____ days (as per requirement of the Operation) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the (insert name of the Purchaser), incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) We understand that you may reject all bids or proposals at any time prior to acceptance of bid or proposal and you shall incur no liability towards us.
- f) We shall not defray any expenses incurred by us in participating bidding process.
- g) We would like to clearly state that we qualify for this work as our company meets all the criteria indicated on your bid document.

Authorized Signature with Official Seal

Annex-H: Mobile Weighing Equipment Specifications

Specifications for Mobile Weighing Equipment

Sr. No.	Description	Value	Remarks	Conformity (Yes/No)
1	Weighing Equipment Type	ASTM E-1318 Type-IV, Mobile/Portable Type Slow Speed Weigh in Motion. Load Cell technology or better conforming to OIML R 60	Conforming OIML R 134-1 and OIML R 134-2	
2	Capacity of Weigh scale measurement	Must measure up to 40 Tons per Axle		
3	Speed during Weighing	Less than 16 Km/h	ASTM E-1318, Type-IV	
4	Accuracy	As per ASTM E-1318 Type-IV or better	For all type of commercial vehicles use in Punjab province	
5	Temperature Range	-10°C to +60°C, RH 95%.	Dust/ Slush Protected	
6	Time of weighing	less than 10 sec	With maximum accuracy	
7	Weighing and Measurements Parameters	Capable of measuring and recording: Axle Load, Axle-Group Load, Gross-Vehicle Weight, Speed, Site Identification Code, Date and Time of Passage, Sequential Vehicle Record Number, Violation Code	For all type of commercial vehicles use in Punjab province	
8	Communication	Wireless (Blue tooth) and Wired		
9	Manufacturer's Test Certificates	Each weigh station equipment should be furnished with manufacturer test report for the compliance of required specifications and standards		
10	Software	Capable of recording, storing, archiving of data of all vehicles weighed at site and	Equipped with communication Port RS-232 & RS-485.	

		able of transferring data		
11	Automatic Vehicle Classification	System must identify vehicle type automatically and its legal load limits as approved by the Purchaser		
12	Connectivity at site and subsequent to database Centre	Output of weighing result should be displayed directly from weigh scale to computer and on LED simultaneously as well as amount of fine. The system shall be capable of download the data and report as per requirement	The results of weighing should also be printable and data reports also be required for analysis.	
13	Least Count			
i)	Weight	100 Kg		
ii)	Speed	1 Km/h	Plus Static	
14	Warranty/Guarantee	Successful bidder shall be the responsible to provide warranty of the equipment and allied accessories for 1 year.		
15	Printer	Thermal Printer should be capable to print the receipts		
16	Design Life	10 Years		
17	Power Log report	This report shows whether system fails to record transaction due to power failure or the system is working and there was no activity to record.		

- Model should be state of the art and latest in line. The manufacturing date and batch number should be properly mentioned.
- The successful bidder shall submit an undertaking stating that weighing equipment supplied under the contract is not more than one year old (manufactured).
- The bidders shall provide authorized dealership certificate in case of dealership.
- Pizo sensor shall not be accepted

- Password protection for shift supervisor, operator and data should not be editable
- Data should be convertible to Excel format
- Data should be captured, axle wise then group in case of tandem, tridem
- Training of operating and supervisory staff
- Record vehicle speed at time of weighing, number of Axles
- Life of load cell should be mentioned in terms of ESALs/Passes or years.
- List of consumable parts of weigh equipment with design life
- Price of essential and consumable spare parts valid at least for 1 year (Annex-J)
- Packing list, documentary proof of import will be required for weigh equipment

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

Annex-I: Accessories Specifications

Laptop

Dell, HP, Acer, Fujitsu, Lenovo or Equivalent Meeting following Specification			
S.#	ITEM	DESCRIPTION	Conformity (Yes/No)
1	Processor	6 th Generation Intel (CITM) i7-6XXX Processor (2.7 GHz to 3.5 GHz) or higher	
2	Mother Board	Intel Chipset or higher	
3	Memory	8GB DDR4-2133 PC4or higher	
4	Hard Disk Drive	1TB 7200 RPM Hard Drive or higher	
5	Super Drive Internal	DVD/-RW Super Multi DL	
6	Video / Display Card	On Board graphics controller 2GB Memory	
7	Sound Card	On Board, Standard	
8	Network Adapter	On-Board 10/100/1000 base-T Gigabit Ethernet card (Microsoft Windows 2000/XP/2003/Vista/7/8/10, Linux Supportive)	
9	LCD Display	15.6" or Higher	
10	Integrated I/O Interfaces	2 USB 2.0 ports, 1 USB 3.0 ports, Ethernet Card, Wi-Fi (Wireless 802.11 b/g/n 2.4 GHz/ 5Ghz Supported), Bluetooth and Other Standard Features.	
11	Batteries & Power Adaptor	Battery with 3-4 hours backup or higher and Power Adapter	

12	Mouse & Keyboard	Standard keypad and integrated touch pad	
13	Carrying Case	Original Standard Carrying Case as per manufacturer standard	
14	Mouse (External)	2.0 USB 2-Button optical mouse with scroll	
15	Camera	HD 720P Built-in camera or higher	
16	O.S.	MS Window 10, 64 Bit Pro	
Note			
1- 1 Year Parts and Labor warranty for all components on site, as mentioned under clause- "Warranty" of this document			
2- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.			

LED SPECIFICATIONS *(Minimum Requirements)*

Display Type	Full Matrix
Display Area (Pixel/ft)	1 feet x 2 feet
Pixel Color / Type	RED, Single 3 mm LED
Visibility in Daylight	60 meters for 135 mm Character Height
Anti-glare	No Front Prospect Sheet,
Display Characters	English, Alphanumeric
Display Fonts	Multiple Fonts: Max. Size: 2 Lines x 10 Characters
Features	Fleshing, Horizontal Scrolling
Communication Interface	RS232, 3-Wire, MAX232 Drivers
Communication Protocol	2-Way (Command-Response)

Working Voltage Range	220VAC Nominal
Operating Temperature Range	- 10° C To + 60° C
Field Terminations	Wago Cago-Clamp Type Connectors, accessible through 2 removable plates (approx. 20mm x 30mm) with cable glands.
Cabinet	Powder Coating Black Colour Texture
Ingress Protection	IP65
Mounting Brackets	Pole Mounting Brackets and Clamps included

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

StandBy Generator with Mobile Weighing Equipment *(Minimum Requirements)*

S #	ITEM	DESCRIPTION	QTY	CONFORMITY (Yes/No)
1	KVA	I. Maximum output of rated capacity required as per load. II. Electrical Self Starting System III. Digital Meter IV. Double Muffler V. Wheels and Handles VI. Lead Acid Battery VII. Engine Oil VIII. Minimum Fuel Tank Capacity as per GenSet Consumption.	36	
Note				
1- 1 Year Parts and Labor warranty (Local) for all components on site, as mentioned in this document 2- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.				

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

Annex-J: Spare Parts Availability & Price List

Sr. No.	Items	Quantities (Nos.)	Shall be made Available for 10 years (Yes/No)	Item Unit Price in PKR (inclusive of all charges i.e. freight, duties and taxes, levies etc.) for one year
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
Contd.				

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

Annex-K: Instructions for Preparation of Power of Attorney

- a)** To be executed by an authorized representative of the bidder.

- b)** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- c)** Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- d)** In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annex-L: Format of Power-of-Attorney

POWER OF ATTORNEY

(On a Legal / Revenue Stamp Paper of PAKISTAN / of the bidder's country in the relevant value OR on the bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the Bid invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20_____

For _____

(Signature)

(Name, Designation and
Address) Accepted

(Signature)

(Name, Title and Address of the
Attorney) Date:

Annex-M: Bid Security Form

BID SECURITY FORM

WHEREAS [M/s-----, Name and Address of the Manufacturer/ Authorized Dealer of Mobile Weighing Equipment Firm] (hereinafter called "the Bidder") has submitted Bid for Tender Name (hereinafter called "the Bid") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Manufacturer/ Authorized Dealer of Mobile Weighing Equipment a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser for the sum of PKR (in figures _____) (in words) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the bidder withdraws the Bid during the period of the Bid validity specified by the bidder on the Bid Form; or
2. If the bidder does not accept the corrections of his Total Bid Price; or
3. If the bidder having been notified of the acceptance of the Bid by the Purchaser during the period of the Bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Guarantee, whichever is later.

Date this _____ day of 20

GUARANTOR

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

FORM OF BID SECURITY
(BANK GUARANTEE)

Security Executed on _____

(Date)

Name of Surety (Bank) with Address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees . _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____

(hereinafter called the 'Purchaser') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Purchaser; and

WHEREAS, the Purchaser has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Purchaser, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Purchaser after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement and furnish the required Performance Security, the entire said sum be paid immediately to the said Purchaser pursuant to Clause 18.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said

Purchaser in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Purchaser for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

Annex-N: Performance Security

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Purchaser]

Name of Guarantor (Bank) with address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Supplier/Contractor) with
address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Purchaser) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Purchaser, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Supplier/Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void;

otherwise to remain in full force and virtue till all requirements of Clause 28, Warrenty, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Purchaser's designated Bank & Account Number.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Supplier) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

_____ Name, Title & Address

_____ Corporate Guarantor (Seal)

Annex-O: Integrity Pact

DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE AUTHORIZED DEALERS/CONTRACTORS/SUPPLIERS OF GOODS, SERVICES & WORKS

[Name of service provider/operator] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoPb) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of service provider/operator] represents and warrants that it has fully declared the brokerage, commission, fees 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 consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb, except that which has been expressly declared pursuant hereto.

[Name of service provider/operator] 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 GoPb and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of service provider/operator] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [Name of service provider/operator] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of service provider/operator] 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 GoPb.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20_____

Notary Public

ANNEX P: Affidavit of Declaration

(On a Stamp Paper of appropriate value)

Date:

The Secretary Transport,
Transport Department, GoPb,
[insert name of Project]

We, [insert name of Applicant] hereby represent and warrant that, as of the date of this letter [Name of Applicant / Lead Member of Applicant], and each member of Applicant (if applicable):

1. Our firm is never debarred by any of Government, Semi Government and Autonomous Body in Pakistan and anywhere in world.
2. Our firm is never blacklisted by any of Government, Semi Government and Autonomous Body in Pakistan and anywhere in world.
3. I/our firm are not involved in any litigation with or against any of Government, Semi Government and Autonomous Body in Pakistan (in case of foreign firm, in their home country).

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title and Address of the Bidder)

Applicant Seal & Stamp

Annex-Q Manufacturer's Authorization

Date: _____

Bid Reference No.: _____

Invitation for Bid No.: _____

To: _____

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ 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 in reply to this Invitation for Bids

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Stamp

Annex R: Delivery and Completion Schedule

The delivery period shall start as of signing date of Contract.

Item No.	Description of Goods	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods
1	<u>Supply, Installation, Calibration, Commissioning and Maintenance of 36 Mobile Weighing Equipment including all accessories</u>	One Hundred and Forty-Five (145) Days		<i>To be filled on contract signing date</i>

(Signature of Authorized Signatory)

(Name, Title and Address of the Bidder)

Applicant Seal & Stamp

Appendix-A Name of Eligible Countries

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

CONTRACT AGREEMENT
FOR
SUPPLY, INSTALLATION, CALIBRATION,
COMMISSIONING AND MAINTENANCE
OF 36 MOBILE WEIGHING EQUIPMENT
INCLUDING ALL ACCESSORIES IN
PUNJAB, PAKISTAN

CONTRACT AGREEMENT

This Agreement (hereinafter called the “Contract”) is made on _____;

Between

Governor of the Punjab acting through Secretary, Government of the Punjab, Transport Department, (hereinafter referred to as “The Purchaser” which expression shall include the successors, legal representatives and permitted assignees) of the First Part;

AND

M/s _____, Pakistan/_____, (hereinafter called “the Supplier”) which expression shall include the successors, legal representatives and permitted assignees) of the Second Part.

“The Purchaser” and “Supplier” shall hereinafter collectively be referred to as “Parties” and individually as “Party”.

Whereas, the Purchaser invited the bids for Supply, Installation, Calibration, Commissioning and Maintenance of 36 Mobile Weighing Equipment including all Accessories; and has accepted the bid of M/s _____ for in sum of Rs. _____ (Rupees _____ Only) inclusive of all taxes, levies, duties, freight, insurance etc. (hereinafter called “the Contract Price.”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in “Definitions” of the Contract.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - a. the Purchaser’s Notification to the Purchaser of Award of Contract (Letter of Acceptance);
 - b. the Form of Bid and the Price Schedules submitted by the Supplier;
 - c. the Particular Conditions of Contract; Part-II
 - d. the General Conditions of Contract; Part-I
 - e. the Schedule to Bid (other than Price Schedule);
 - f. Request for Proposal (RFP);
 - g. Appendices to Bid;
 - h. Specifications;
 - i. Drawings; and
 - j. Any other item

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS, the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signature of the Supplier

Signature of the Purchaser

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness

(Name, Title and Address)

(Name, Title and Address)

General Conditions of Contract

1. Definitions

1.1 In this contract, the following words and expressions shall have the meanings hereby assigned to them:

- a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) “Completion” means the fulfillment of the supply of Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.
- g) “Eligible Countries” means the countries as per **Appendix-A**.
- h) “GCC” means the General Conditions of Contract.
- i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- j) “PRA” means Punjab Revenue Authority
- k) “Purchaser’s Country” is the country specified in the Particular Conditions of Contract (PCC).
- l) The “Purchaser” means the Employer who is the entity purchasing the Goods, as specified in the PCC, and includes the legal successors or assigns of the Purchaser.
- m) “PCC” means the Particular Conditions of Contract.
- n) “Subcontractor” means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the Supplier.
- o) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- p) “The Site,” where applicable, means the place named in the PCC

2. Contract Document

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt and Fraudulent Practices

3.1

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

3.2 The Supplier shall permit the Purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa where the context requires.

4.2 Incoterms

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

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

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

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

4.6 Severability

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

5. Language

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive Bidding but only of Pakistan in case National Competitive Bidding. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods to be supplied under the Contract and financed by the Purchaser shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured,

or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices

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

9. Governing Law

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

10. Settlement of Disputes

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

11. Scope of Supply

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

12. Delivery

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

13. Supplier’s Responsibilities

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

14. Purchaser's Responsibilities

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

15. Contract Price

- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause 15.3.
- 15.3 The Contract Price shall be revised if any of the taxes change during the contractual period. The new price will be calculated basis on the changes in tax rate.

16. Terms of Payment

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

17. Taxes and Duties

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

18. Performance Security

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

19. Copyright

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

20. Confidential Information

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

- i. the Purchaser or Supplier need to share with the purchaser or other institutions participating in the financing of the Contract;
- ii. now or hereafter enters the public domain through no fault of that party;
- iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

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

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings,

- a) The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.
- b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- c) The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedules to Bid. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PCC.

25. Transportation

- 25.1 Unless otherwise specified in the PCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedules A and B to Bid.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and /or inspections of the Goods as are specified in the Schedules to Bid.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the PCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC, or for eighteen (18) months

after the date of shipment or loading in the country of origin, whichever period concludes earlier.

- 28.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

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

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

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

30. Limitation of Liability

- 30.1 Except in cases of gross negligence or willful misconduct;
- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b) the method of shipment or packing;
 - c) the place of delivery; and
 - d) Any other
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

34. Extensions of Time

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

35. Termination

- 35.1 Termination for Default

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part;
 - i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - ii. if the Supplier fails to perform any other obligation under the Contract
- b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated
- c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience

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

36. Assignment

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

Particular Conditions of Contract

Particular Conditions of Contract

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

GCC Sub Clause 1.1(i)

The “Goods” includes Supply, Installation, Calibration, Commissioning and Maintenance of 36 Mobile Weighing Equipment including all accessories but not limited to; LED display, Laptop, Printer, Generator, Batteries, Stabilizer, Surge protector and any other accessories required for commissioning of weighing equipment with every mobile weighing equipment.

GCC Sub Clause 1.1(k)

The Purchaser’s country is Islamic Republic of Pakistan.

GCC Sub Clause 1.1(l)

The Purchaser is: Transport Department, Government of the Punjab, Pakistan.

GCC Sub Clause 1.1(p)

The site is different locations in Punjab.

GCC Sub Clause 4.2(a)

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

GCC Sub Clause 5.1

The language shall be English.

GCC Sub Clause 6

If successful bidder is JV or Consortium of firms, then JV / Consortium Agreement signed and stamped by all parties (digital signature shall not be accepted) must be submitted before signing of contract agreement.

GCC Sub Clause 7.1 and 7.2

The procurement is based on International and National Competitive Bidding

GCC Sub Clause 8.1

For **notices**;

(a) the Purchaser’s address shall be:

Attention: Deputy Secretary (Development)

Address: Transport House, Transport Department, Government of the Punjab, 11-A Egerton Road

City: Lahore

ZIP Code: 54000

Country: Pakistan

Telephone: +92-42-99201159, +92-42-99205361

Facsimile number: +92-42-99200497

Electronic mail address: dstechnical.td@gmail.com

(b) Addresses of the Supplier shall be:

Attention:

Address:

City:

ZIP Code:

Country:

Telephone:

Facsimile number:

Electronic mail address:

GCC Sub Clause 9.1

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

GCC Sub Clause 10.2

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

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

GCC Sub Clause 11.1

The scope of Goods Supply is described under Section “**Scope of Work**” in Request for Proposal (RFP) and attach hereto.

GCC Sub Clause 12.1

- a) Delivery of the mobile weighing equipment including all accessories and all freight, insurance, taxes, duties and levies paid shall be made by the Supplier including installation, Calibration and Commissioning in accordance within the **One Hundred and Twenty-Five (125) Days** after signing of the Contract.
- b) The Supplier shall handover the following documents to the Purchaser:
 - i. Manufacturer's or Authorized Dealer's warranty certificate
 - ii. Manufacturer's inspection report
 - iii. Operation, Installation, Maintenance, Service, Data and User manuals
 - iv. List of tools

- v. List of focal person(s) along with their expertise responsible for maintenance of weighing equipment
- vi. IT system specifications, details, manual and rights, if any

GCC Sub Clause 13.1

The Supplier shall supply all the Goods included in the Scope of Work” in Request for Proposal (RFP), in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

GCC Sub Clause 16.1

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

A. Payment for Goods supplied: Payment shall be made in Pak. Rupees in the following manner:

(i) **Advance Payment:** There will be **no** advance payment.

(ii) Payment Plan for **Mobile Weighing Equipment** shall be as follows:

Sr No.	Description	Payment %age	Formula
1	At the time of supply of each equipment	50% of contract price excluding maintenance cost	$X = 50\% * (a/36)$
2	At the time of successful installation, calibration and commissioning for each equipment, after validation by Third Party.	20% of contract price excluding maintenance cost	$Y = 20\% * (a/36)$
3	Completion of successful operations for a period of Two months	20% of contract price excluding maintenance cost	$Z = 20\% * a$
4	At the completion of Maintenance period for all sites	10% of contract price excluding maintenance cost	$ZZ = 10\% * a$

Where

a = Cost for Supply, Installation, Calibration & Commissioning for 36 mobile weighing equipment including all accessories

(ii) The payment shall be made within Sixty (60) Days after submission of invoice along with Purchaser certificate regarding successful/satisfactory performance duly supported by the following documents:

- a. Certificate of Manufacturer and TPV firm that Goods supplied under Contract are in conformity with the technical specifications as given in the Contract.
- b. Packing list certified by the Manufacturer.
- c. Acceptance Certificate issued by the Purchaser and TPV firm.

B. Maintenance Cost Payment

(iii) 25 Percent (%) of **Only Maintenance Cost** shall be paid within Thirty (30) Days after the submission of invoice to the Purchaser after every Three (03) months. Payment of Maintenance cost will start from the Official commissioning date of weigh equipment which shall be notified by the Purchaser. If Supplier fails to rectify the defects or replace the faulty equipment(s) then penalties will be deducted from maintenance cost.

Maintenance Cost Payment schedule is as follows;

Sr. No	Description	Time	Remarks
1	25% Payment of Maintenance Cost	Within Thirty (30) Days after three (03) months from notified weighing equipment commissioning date	Depends on the satisfactory performance of the Supplier
2	25% Payment of Maintenance Cost	Within Thirty (30) Days after six (06) months from notified weighing equipment commissioning date	Depends on the satisfactory performance of the Supplier
3	25% Payment of Maintenance Cost	Within Thirty (30) Days after nine (09) months from notified weighing equipment commissioning date	Depends on the satisfactory performance of the Supplier
4	25% Payment of Maintenance Cost	Within Thirty (30) Days after twelve (12) months from notified weighing equipment commissioning date	Depends on the satisfactory performance of the Supplier

C. Invoice and Payment Procedures:

a. The Supplier shall submit invoice to the Secretary Transport, Transport Department, Government of the Punjab. Transport Department will process the invoice for payment after satisfactory completion of tasks for which payment has been claimed.

b. If the item or part of an invoice rendered by the Supplier is disputed or subject to question by the Purchaser, the payment of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of PCC Clause 11 shall apply to such remainder and also to the disputed or questioned items to the extent that it shall subsequently be agreed or determined to have been due to the Supplier.

GCC Sub Clause 16.4

The currencies for payments shall be in Pakistani Rupee (PKR)

GCC Sub Clause 18.1

The Supplier shall provide a Performance Security of 10 (ten) percent of the Contract Price. The Performance Security shall be denominated in the Pakistani Rupee Only (PKR).

GCC Sub Clause 18.3

The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Unconditional Bank Guarantee or Pay Order or Demand Draft from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.

GCC Sub Clause 18.4

The performance security shall be discharged / returned in following manner;

- i. Half of the amount of the performance security (50%) shall be returned after expiry of six months after deductions of fine/ penalties imposed if any, from date of commissioning of all weighing stations, subject to successful completion of maintenance works.
- ii. The remaining 50 % of the Performance Security will be returned after deductions of fine/ penalties imposed if any, in two phases. 25% of Performance Security will be returned after 09 months i.e., expiry of nine months from date of commissioning of all weighing stations, subject to successful completion of maintenance works. The last remaining amount of 25% of the Performance Security will be returned after twelve months i.e. expiry of one (01) year from date of commissioning of all weighing stations, subject to successful completion of maintenance works.

GCC Sub Clause 25.1

Obligations for transportation of the Goods shall be in accordance with Financial Proposal attached with Bid and Contract.

GCC Sub Clause 26.1

Tests and / or inspections shall be conducted to ensure the conformity of equipment as per specifications listed in schedules to contract, with no extra cost to Purchaser.

GCC Sub Clause 26.2

The inspection and tests of goods delivered under the contract shall be conducted at the final destination of goods.

GCC Sub Clause 26.5

Contract Price shall not be revised due to any inspection or test conducted to conform the standards, specifications and / or operations of goods delivered under the contract.

GCC Sub Clause 27.1

The liquidated damage shall be as described in Scope of Work.

GCC Sub Clause 27.1

Maximum amount of liquidated damages shall be 10% of Contract Price.

GCC Sub Clause 28

The Warranty includes but not limited to load cells system, load cell cables, scale weighbridge, kit, indicator, weight detectors etc. that are supplied with and are connected to the weighing equipment including all accessories.

GCC Sub Clause 28.3

The period of validity of the Warranty shall be twelve (12) months from date of commissioning of goods.

GCC Sub Clause 28.4

Should any such defect occur within the twelve (12) months warranty period during the operations, the Warranty shall cover,

- d. 100% coverage of repair parts and labor, or
- e. Replacement of the product at bidder's cost.
- f. Recalibration of the supplied weighing equipment shall be made free of cost, if required, after warranty repairs are made by the successful bidder

GCC Sub Clause 28.5

The Supplier shall correct any defects covered by the Warranty within Fourteen (14) days of being notified by the Purchaser of the occurrence of such defects.

GCC Sub Clause 30.1

The amount of aggregate liability shall be: [.....]

Letter of Award of Contract / Letter of Acceptance

Form of Bid & the Price Schedule (Financial Proposal)

Spare Parts Price List

Annex-A: Undertaking

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20_____

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Mobile Weighing Equipment Specifications

Specifications for Mobile Weighing Equipment

Sr. No.	Description	Value	Remarks	Conformity (Yes/No)
1	Weighing Equipment Type	ASTM E-1318 Type-IV, Mobile/Portable Type Slow Speed Weigh in Motion. Load Cell technology or better conforming to OIML R 60	Conforming OIML R 134-1 and OIML R 134-2	
2	Capacity of Weigh scale measurement	Must measure up to 40 Tons per Axle		
3	Speed during Weighing	Less than 16 Km/h	ASTM E-1318, Type-IV	
4	Accuracy	As per ASTM E-1318 Type-IV or better	For all type of commercial vehicles use in Punjab province	
5	Temperature Range	-10°C to +60°C, RH 95%.	Dust/ Slush Protected	
6	Time of weighing	less than 10 sec	With maximum accuracy	
7	Weighing Measurements and Parameters	Capable of measuring and recording: Axle Load, Axle-Group Load, Gross-Vehicle Weight, Speed, Site Identification Code, Date and Time of Passage, Sequential Vehicle Record Number, Violation Code	For all type of commercial vehicles use in Punjab province	
8	Communication	Wireless (Blue tooth) and Wired		
9	Manufacturer's Test Certificates	Each weigh station equipment should be furnished with manufacturer test report for the compliance of required specifications and standards		

10	Software	Capable of recording, storing, archiving of data of all vehicles weighed at site and able of transferring data	Equipped with communication Port RS-232 & RS-485.	
11	Automatic Vehicle Classification	System must identify vehicle type automatically and its legal load limits as approved by the Purchaser		
12	Connectivity at site and subsequent to database Centre	Output of weighing result should be displayed directly from weigh scale to computer and on LED simultaneously as well as amount of fine. The system shall be capable of download the data and report as per requirement	The results of weighing should also be printable and data reports also be required for analysis.	
13	Least Count			
i)	Weight	100 Kg		
ii)	Speed	1 Km/h	Plus Static	
14	Warranty/Guarantee	Successful bidder shall be the responsible to provide warranty of the equipment and allied accessories for 1 year.		
15	Printer	Thermal Printer should be capable to print the receipts		
16	Design Life	10 Years		
17	Power Log report	This report shows whether system fails to record transaction due to power failure or the system is working and there was no activity to record.		

- Model should be state of the art and latest in line. The manufacturing date and batch number should be properly mentioned.
- The successful bidder shall submit an undertaking stating that weighing equipment supplied under the contract is not more than one-year old (manufactured).
- The bidders shall provide authorized dealership certificate in case of dealership.
- Pizo sensor shall not be accepted
- Password protection for shift supervisor, operator and data should not be editable
- Data should be convertible to Excel format
- Data should be captured, axle wise then group in case of tandem, tridem
- Training of operating and supervisory staff
- Record vehicle speed at time of weighing, number of Axles
- Life of load cell should be mentioned in terms of ESALs/Passes or years.
- List of consumable parts of weigh equipment with design life
- Price of essential and consumable spare parts valid at least for 1 year (Annex-J)
- Packing list, documentary proof of import will be required for weigh equipment
-

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

Accessories Specifications

Laptop

Dell, HP, Acer, Fujitsu, Lenovo or Equivalent Meeting following Specification			
S.#	ITEM	DESCRIPTION	Conformity (Yes/No)
1	Processor	6 th Generation Intel (CITM) i7-6XXX Processor (2.7 GHz to 3.5 GHz) or higher	
2	Mother Board	Intel Chipset or higher	
3	Memory	8GB DDR4-2133 PC4or higher	
4	Hard Disk Drive	1TB 7200 RPM Hard Drive or higher	
5	Super Drive Internal	DVD/-RW Super Multi DL	
6	Video / Display Card	On Board graphics controller 2GB Memory	
7	Sound Card	On Board, Standard	
8	Network Adapter	On-Board 10/100/1000 base-T Gigabit Ethernet card (Microsoft Windows 2000/XP/2003/Vista/7/8/10, Linux Supportive)	
9	LCD Display	15.6" or Higher	
10	Integrated I/O Interfaces	2 USB 2.0 ports, 1 USB 3.0 ports, Ethernet Card, Wi-Fi (Wireless 802.11 b/g/n 2.4 GHz/ 5Ghz Supported), Bluetooth and Other Standard Features.	

11	Batteries & Power Adaptor	Battery with 3-4 hours backup or higher and Power Adapter	
12	Mouse & Keyboard	Standard keypad and integrated touch pad	
13	Carrying Case	Original Standard Carrying Case as per manufacturer standard	
14	Mouse (External)	2.0 USB 2-Button optical mouse with scroll	
15	Camera	HD 720P Built-in camera or higher	
16	O.S.	MS Window 10, 64 Bit Pro	
Note			
1- 1 Year Parts and Labor warranty for all components on site, as mentioned under clause- "Warranty" of this document			
2- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.			

LED DISPLAY SPECIFICATIONS *(Minimum Requirements)*

Display Type	Full Matrix
Display Area (Pixel/ft)	1 feet x 2 feet
Pixel Color / Type	RED, Single 3 mm LED
Visibility in Daylight	60 meters for 135 mm Character Height
Anti-glare	No Front Prospect Sheet,
Display Characters	English, Alphanumeric
Display Fonts	Multiple Fonts: Max. Size: 2 Lines x 10 Characters
Features	Fleshing, Horizontal Scrolling

Communication Interface	RS232, 3-Wire, MAX232 Drivers
Communication Protocol	2-Way (Command-Response)
Working Voltage Range	220VAC Nominal
Operating Temperature Range	- 10° C To + 60° C
Field Terminations	Wago Cago-Clamp Type Connectors, accessible through 2 removable plates (approx. 20mm x 30mm) with cable glands.
Cabinet	Powder Coating Black Colour Texture
Ingress Protection	IP65
Mounting Brackets	Pole Mounting Brackets and Clamps included

Signature : _____
CNIC/Passport # : _____
Name : _____
Designation : _____
Address : _____

StandBy Generator with Mobile Weighing Equipment *(Minimum Requirements)*

S #	ITEM	DESCRIPTION	QTY	CONFORMITY (Yes/No)
1	KVA	IX. Maximum output of rated capacity required as per load. X. Electrical Self Starting System XI. Digital Meter XII. Double Muffler XIII. Wheels and Handles XIV. Lead Acid Battery XV. Engine Oil	36	

	XVI. Minimum Fuel Tank Capacity as per GenSet Consumption.		
Note			
1- 1 Year Parts and Labor warranty (Local) for all components on site, as mentioned in this document 2- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.			

Signature : _____

CNIC/Passport # : _____

Name : _____

Designation : _____

Address : _____

Performance Security

Delivery and Completion Schedule

Scope of Work

Request for Proposal (RFP)