PAKISTAN RAILWAYS



OFFICE OF THE PROJECT DIRECTOR/SPECIAL REPAIR OF 100 NOS. DIESEL ELECRIC LOCOMOTIVES (NEW), PAKISTAN RAILWAYS, MUGHALPURA, LAHORE

BID DOCUMENTS Bid No. 18/SR-100/New/2024 Due on 29-04-2024

Procurement of Air Compressor Spare Parts of HBU/PHA-20 & RGE-20/24 Class of D.E. Locomotives = 22 Items

National Standard Bidding Documents for Procurement of

General Goods

In Pursuance of Section 27 of PPRA Ordinance, 2002 read with Rule 23 of Public Procurement Rules, 2004, Public Procurement Regulatory Authority.

Standard Bidding Documents for Procurement of General Goods

NOTE: Section II, IV and VII, are part of this tender document and are downloadable and available on PPRA website (Link: www.ppra.org.pk), Pakistan Railways Website (Link: (pakrail.gov.pk)) or may be obtained separately from Pakistan Railways CCP office by submitting printing cost separately and Purchase orders (FOB & FOR (DAP)) are downloadable and available on Railway Website (Link: (pakrail.gov.pk))

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I- Invitation to Bids

Section II- Instructions to Bidders (ITB) is downloadable on PPRA Website.

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. This Section contains provisions that are to be used without modifications.

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV- Eligible Countries is downloadable on PPRA Website.

This Section contains information regarding eligible countries.

Section V- Technical Specifications, Schedule of Requirements

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

Section VI-Standard Forms

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

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII- General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. This Section contains provisions that are to be used without modifications.

Section VIII- Special Conditions of Contract (SCC) is downloadable on Pakistan Railway website

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX- Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for Performance Security will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

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

Contents

BIDDING PROCEDURE & REQUIREMENTS	4
SECTION I: INVITATION TO BIDS	4
Invitation to Bids	
SECTION III: BID DATA SHEET	6
Bid Data Sheet (BDS)	
A. Introduction	
B. Bidding Documents	
C. Preparation of Bids	
D. Submission of Bids.	
E. Opening and Evaluation of Bids	9
F. Award of Contract	
G. Review of Procurement Decisions	
SECTION V: SCHEDULE OF REQUIREMENTS,	11
Schedule of Requirements Technical Specifications SECTION VI: STANDARD FORMS	12
Technical Specifications	13
SECTION VI: STANDARD FORMS	14
Table of Forms Price Schedule Form	14
Price Schedule Form	14
Technical ProposalFinancial Proposal	15
Financial Proposal	15
SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)	19
SECTION IX: CONTRACT FORMS	
Form of Contract	27
Performance Security (or Guarantee) Form	28
Integrity Pact	29



PAKISTAN RAILWAYS



Office of the Project Director/Special Repair of 100 Nos. D.E. Locomotives (New), Pakistan Railways, Mughalpura, Lahore.

For Tender No. **18/SR-100/New/2024** for Procurement of Air Compressor Spare Parts of HBU/PHA-20 & RGE-20/24 Class of D.E. Locomotives

INVITATION TO BIDS

Date: -04-2024

This Invitation to Bids follows the Procurement Notice (PN) or Procurement Advertisement (PA) No. ______ of for the subject Procurement which appeared in [Web / Newspaper] vide dated ______, 2024.

The Procuring Agency has reserved the funds for the procurement planned during the financial year [2023-24]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Procurement of material for HBU/PHA-20 & RGE-20/24 class of D.E. Locomotives under PSDP Project Demand.

The [Chief Controller of Purchase] now invites sealed bids from eligible Suppliers of Procurement of material for HBU/PHA-20 & RGE-20/24 class of D.E. Locomotives. The bidding shall be conducted in line with the [Single Stage Two Envelope] procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.

- 1. Bid security of specified value in accordance with Rule No. 25 of PPRA, shall be called for procurement on FOR (DAP) basis as per the ongoing practice where in Bid Security is demanded from the bidders of the estimated value of the item.
- 2. Bid Securing Declaration as per National Standard Bidding Documents approved format may be called from the bidders against the tender floated on FOB basis at the discretion of Procuring Agency with a view to enhance International competition and to ensure participation of the OEM.

Provided that:

- 1. There shall be no exemption regarding security deposit against any purchase order. All bidders quoting on FOB basis as well as FOR (DAP) basis will be required to deposit 5% Security Money / Performance Guarantee from any scheduled bank of Pakistan valid up to the warranty period of the suppliers on every individual Purchase Order before opening of Letter of Credit.
- 2. Firms, for certain items, will however furnish up to 10% Warranty Bond in addition to 5% Security Money / Performance Guarantee against the Purchase Order placed on them.

The original bid properly filled in, and enclosed in sealed envelope(s) must be delivered to the address [DCP-I, CCP Office, Pakistan Railways, Headquarter Office, Lahore] at or before [10:00 AM]. The bids (or technical part of the bids as the case may be) will be opened promptly thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the [Visitors' Room of CCP Office].

Project Director/Special Repair of 100 D.E. Locomotives (New), Office Pakistan Railways, Mughalpura, Lahore.



Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
		Name of Procuring Agency: [Project Director/Special Repair of 100 D.E. Locomotives (New), Pakistan Railways, Mughalpura, Lahore].
1.	1.1	The subject of Procurement of Material for D.E. Locomotives FOB (Free on Board) DCOS/S/KC (For FOB items) FOR (Free on Rail) / DCP/I/STPR/ LHR OR DAP (Delivery at Place) DCP/I/Reti Line/KC. Period for delivery of goods: Commencement date for delivery of Goods:
		Immediately after signing the contract.
2	2.1 & 2.2	Financial year for the operations of the Procuring Agency: [2023-24] Name of Project [Special Repair of 100 Nos. D.E. Locomotives (New)] Name of financing institution: [Ministry of Railways] Name and identification number of the Contract: Tender No. 18/SR-100/New/2024 for procurement of Air Compressor Spare Parts for HBU/PHA-20 & RGE-20/24 class of D.E. Locomotives.
4.	3.1	Maximum number of members in the joint venture,
	4.1	consortium or association shall be: [as per PPRA guidelines]
5. 6.	4.1	Ineligible country(s) is or are [as per Section IV]
0.	4.0	Demonstration of authorization by manufacturer: [Required]
		B. Bidding Documents The purple of decuments to be completed and atturned in one original
7.	7.2	The number of documents to be completed and returned is one original set of tender documents and all supporting and requisite documents attached.
8.	8.1	The address for clarification of Bidding Documents is [Office of Chief Controller of Purchase, Pakistan Railways Headquarter, Lahore]
	8.5	Pre-bid meeting will not be held.
		C. Preparation of Bids
9.	10.1	The Language of all correspondences and documents related to the Bid is: [English]
10.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: NOT APPLICABLE
11.	11.2 (b)	Characteristics must be as per specifications. Must fulfill Pakistan Railways requirements in all aspects.
12.	11.1 (h)	In addition to the documents stated in ITB 11, the following documents must be included with the Bid [CNIC, GST, NTN registration certificate, ATL certificate, Authorization letter, L/P status (if required)]
13.	12.3 (c)	Other procurement specific documentation requirements are: [as specified in Sample Purchase Order and / or L/C request].
14.	12.4	Spare parts required for [As per Section V]

		The qualification oritoric required from Diddens in ITD 12.2(b) is
15.	13.3 (b)	The qualification criteria required from Bidders in ITB. 13.3(b) is modified as follows: [list criteria]. The Bidder is required to include with its Bid, documentation from the manufacturer of the goods, that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid. Not Applicable
	15.6 15.7	•
16.	(a) (iii),	For goods manufactured from within Pakistan the price quoted shall
	(iv) (optional)	be as per BDS.
	15.7 (a)	
	(i)	
	& 15.6	
	(b) (i)	For goods offered from abroad the price quoted shall be:
17.	(ii), (iii)	Not Applicable
	(optional)	Tiotripplicate
	(iv), (v)	
	(optional)	~ (M
	15.9	The price shall be fixed.
	13.7	For goods and related services originating in Pakistan the currency of
	3	the Bid shall be Pakistani Rupees;
18.	16.1 (a)	the Bid shan be Takistani Rupees,
	10.1 (a)	For goods and related services originating outside Pakistan, the Bidder
		shall express its Bid in Pakistani Rupees when delivered on DAP basis.
	6.0	For the purposes of comparison of bids quoted in different currencies,
		the price shall be converted into a single currency (PKR) specified in the
19.	16.2	bidding documents. The rate of exchange shall be the selling rate,
		prevailing on the date of opening of bids specified in the bidding
	ALC: N	documents, as notified by the State Bank of Pakistan on that day.
20.	17.1	The Bid Validity period shall be [90] days.
	17.11	The amount of Bid Security shall be (fixed amount as shown against each
		item as per PPRA Rule-25)
7.00	4 3	
21.	18.1	The currency of the Bid Security shall be: PKR.
	7	Or
	Charles and the same of the sa	Indicate whether Bid Securing Declaration is applicable
	4	[as per Pakistan Railways Conditions]
	5	The Bid Security shall be in the form of Pay Order, Call Deposit Receipt,
22.	18.3	Bank Guarantee, Banker's Cheque and Demand Draft from a schedule
	17	bank of Pakistan.
23.	18.3 (c)	Other forms of security are: [Not applicable]
	180	Alternative Bids to the requirements of the Bidding Documents NOT
24.	19.1	permitted
25	21.1	The number of copies of the Bid to be completed and returned shall be
25.	21.1	[One complete Set in original]
26.	21.2	Written confirmation of authorization are: [applicable]
		D. Submission of Bids
		Bid shall be submitted [In the Tender Box, office of District Controller of
		Purchase, Pakistan Railways, Headquarters Office, Lahore.]
27.	22.2 (a)	Street address: [Abdul Hameed Bin Badees Road]
41.	22.2 (a)	Building/Plot No. [Railway Headquarters]
		City/Town: [Lahore]
-		•
		Title of the subject Procurement or Project name:
20	22.2 (1-)	ITB title and No: 18/SR-100/New/2024 for Procurement of Air
28.	22.2 (b)	Compressor Spare Parts for HBU/PHA-20 & RGE-20/24 class of D.E.
		Locomotives.
		Time and date for submission: 10:00 Hrs on

	23.1	Closing Date for Bid submission is
		Day: Monday
29.		Date: 29-04-2024
		Time: 10:00 Hrs

ef Controller
parison
rencies is:
1
24
nd substantial
ry (technical)
as indicated in
t (or financial
i Line/KC
3
Not
on the basis
ailways)
400
3
4
1
Ы
and their
eifications. [If
1 1 . 1
chodology of
combinations,
iov
icy.
].
1.
form of: Pav
form of: Pay

48.	44.2	Maximum amount of Advance payment shall be [Not Applicable]											
49.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.											
	G. Review of Procurement Decisions												
50.	The address of the Procuring Agency: Project Director/Special Repair of 100 D.E. Locomotives (New), Pakistan Railways, Mughalpura, Lahore.												
		The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254											





Schedule of Requirements

Item No.	Description of Goods/Service	CAT No.	Stock Code No	DRP No.	Qty Req.	Unit	Delivery Terms	Delivery Period / Schedule	Bid Security	Performance Bond	Country of Origin	Brand and Manufacturer Name Note: Brand offered must conform to the Specification / Particulars given in Column-3
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Ball Bearing	549826 / 3x1697	1,34,45130	3203-6,S1	20 Nos.	Each		riv				
2	Bearing Shell STD	540589 / 2x7390	1,34,39550	3203-6,S1	72 Nos.	Each	PETER	// ₂₀ %				
3	Oil Level Gauge	572863	1,75,18870	3203-6 S1	12 Nos.	Each	2000	basis	KAI			
4	Safety Valve	3x8253	1,34,13870	3203-6,AS1	24 Nos.	Each			9.			
5	LP Oil Ring	520133 / 2x7272	1,34,23620	3203-6,S1	120 Nos.	Each	- 34	and 06 Months on FOB	189			
6	LP Compressor Ring	520123 / 2x7391	1,34,23650	3203-6,S1	120 Nos.	Each		on	725			
7	HP Compressor Ring	520125 / 2x7392	1,34,29170	3203-^,S1	24 Nos.	Each	V 15	ths				
8	Inlet Valve	680001 / 3x5300	1,34,26200	3203-6,S1	120 Nos.	Each		Lon	73			
9	Discharge Valve	578773 / 2x7320	1,34,53890	3203-S1	120 Nos.	Each	131 14		13			
10	Unloaded Body	564219	N/S	3203,10,S1	60 Nos.	Each	1/1/2 4		7	-		
11	Relief Valve	584002	1,34,54600	3203-6,S1	12 Nos.	Each				-		
12	Gasket Copper	2x7304	1,34,26170	3203-6,S1	100 Nos.	Each	1 / 13	oasi	78			
13	Gasket Copper Dia 3-1/2"	592600 / 3x3755	N/S	3203-6,S1	100 Nos.	Each	100	P) 1				
14	Crank Shaft	553429	1,34,46930	3203-6 S1	05 Nos.	Each	1/100	DA	20			
15	Crank Case Body	652224 / 3x8264	1,34,55160	3203-6,S1	03 Nos.	Each		Months on FOR (DAP) basis				
16	Cylinder Liner LP, EX	514626 / 2x7334	1,34,45940	3203-6,S1	60 Nos.	Each	1004	FQ.	The state of			
17	Cylinder Liner HP	652530	1,34,55200	3203-6,S1	12 Nos.	Each	A 100	00	100			
18	Exhaust Piston	3x8263	1,34,55020	3203-6,S1	36 Nos.	Each	13	ths	1			
19	HP Piston	3x5810	1,34,52800	3203-6,S1	12 Nos.	Each	(A) STEEL	Mon				
20	Oil Pump Assembly Kit	559795	1,34,49510	3203-10Sup	12 Nos.	Each	T.	7 40 V				
21	Chain Oil Pump	552645	1,34,55130	3203-10Sup	12 Nos.	Each]				
22	Inter Cooler Core	587937 / 3x3731	1,34,54560	3203-6,S1	24 Nos.	Each						

Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Procuring agency without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Procuring Agency's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable (to complete an otherwise incomplete specification) they should always be followed by the words "or equivalent." Where appropriate, drawings, including site plans as required, may be furnished by the Procuring agency with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Procuring agency during contract execution.

Quality Determining Parameters

As prescribed in ITB 35.2 and respective portion of Bid Data Sheet

SECTION VI: STANDARD FORMS

STANDARD FORMS FOR (Single Stage Two Envelope Procedure)

Table of Forms

	Sechnical Proposal Letter of Bid - ncial Proposal Bidder	(Mandatory: Download, fill and submit with bid)				
1	Information Form	(Mandatory: Download, fill and submit with bid)				
Bidder's JV	Members Information Form	(Mandatory: Download, fill and submit with bid)				
100	Goods Manufactured in Pakistan	Given Bellow the Table at Page No.15				
Schedule:	Goods Manufactured Outside Pakistan, to be Imported	Given Bellow the Table at Page No.17				
The second secon	ecurity (Bid Bond) Form of Bid- ecuring Declaration	(Mandatory: Download, fill and submit with bid)				
Manu	facturer Authorization	(Mandatory: Download, fill and submit with bid)				
Copy of Purchase	e Order FOB/FOR (DAP) (sample)	Download, fill and submit with bid)				
T _G	Pakistan Railway website (LINK:	pakrail.gov.pk)				

Price Schedule Form

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

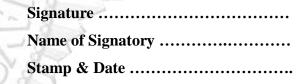
ADVERTISED TENDER NO. 18/SR-100/New/2024 for Air Compressor Spares of HBU/PHA-20 & RGE-20/24 Class of D.E. Locos = 22 Items

Opening Date: 29-04-2024

(FOB/FOR) Technical Proposal (CB)

S. No.	Description	Cat. No.	S/Code No.	DRP. No.	Ref: No.	Qty. Req.	Unit	Remarks
1.	2.	3.	4.	- 5.	6.	7.	8.	9.
1.	Ball Bearing	549826 / 3x1697	1,34,45130	3203-6,S1	5-13	20 Nos.		
2.	Bearing Shell STD	540589 / 2x7390	1,34,39550	3203-6,S1	5-23	72 Nos.		
3.	Oil Level Gauge	572863	1,75,18870	3203-6 S1	5-54	12 Nos.		
4.	Safety Valve	3x8253	1,34,13870	3203-6,AS1	3-7	24 Nos.		
5.	LP Oil Ring	520133 / 2x7272	1,34,23620	3203-6,S1	5-33	120 Nos.	No.	
6.	LP Compressor Ring	520123 / 2x7391	1,34,23650	3203-6,S1	5-34	120 Nos.		
7.	HP Compressor Ring	520125 / 2x7392	1,34,29170	3203-^,S1	5-29	24 Nos.		
8.	Inlet Valve	680001 / 3x5300	1,34,26200	3203-6,S1	7-20	120 Nos.		
9.	Discharge Valve	578773 / 2x7320	1,34,53890	3203-S1	7-25	120 Nos.		
10.	Unloaded Body	564219	N/S	3203,10,S1	47	60 Nos.		
11.	Relief Valve	584002	1,34,54600	3203-6,S1	6	12 Nos.		
12.	Gasket Copper	2x7304	1,34,26170	3203-6,S1	8-21	100 Nos.		
13.	Gasket Copper Dia 3-1/2"	592600 / 3x3755	N/S	3203-6,S1	8-16	100 Nos.		
14.	Crank Shaft	553429	1,34,46930	3203-6 S1	5	05 Nos.		
15.	Crank Case Body	652224 / 3x8264	1,34,55160	3203-6,S1	5-38	05 Nos.		
16.	Cylinder Liner LP, EX	514626 / 2x7334	1,34,45940	3203-6,S1	8-2	60 Nos.		

S. No.	Description	Cat. No.	S/Code No.	DRP. No.	Ref: No.	Qty. Req.	Unit	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.
17.	Cylinder Liner HP	652530	1,34,55200	3203-6,S1	7-2	12 Nos.		
18.	Exhaust Piston	3x8263	1,34,55020	3203-6,S1	5-35	36 Nos.		
19.	HP Piston	3x5810	1,34,52800	3203-6,S1	5	12 Nos.		
20.	Oil Pump Assembly Kit	559795	1,34,49510	3203-10Sup	1	12 Nos.		
21.	Chain Oil Pump	552645	1,34,55130	3203-10Sup	5A-8	12 Nos.		
22.	Inter Cooler Core	587937 / 3x3731	1,34,54560	3203-6,S1	3-4	24 Nos.		



ADVERTISED TENDER NO. 18/SR-100/New/2024 for Air Compressor Spares of HBU/PHA-20 & RGE-20/24 Class of D.E. Locos = 22 Items

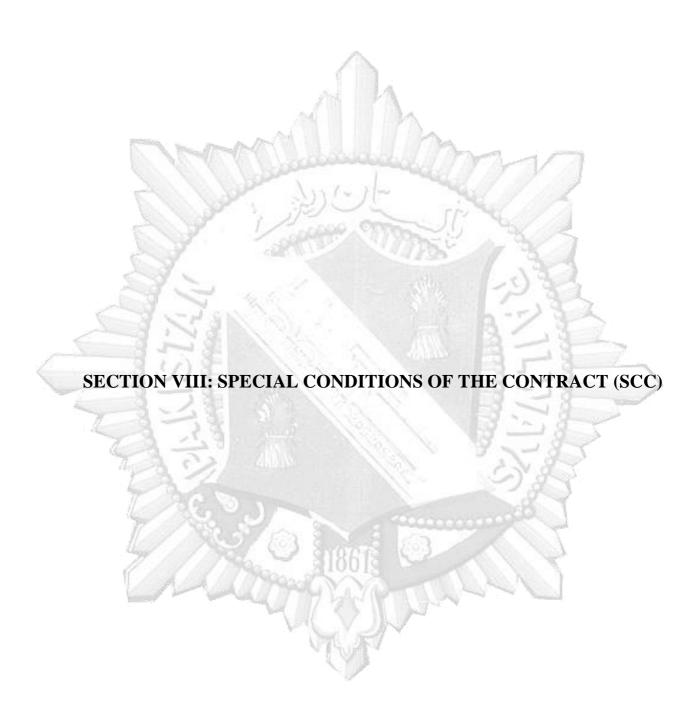
Opening Date: 29-04-2024

(FOB/FOR) Financial Proposal

S. No.	Description	Cat. No.	S/Code No.	DRP. No.	Ref: No.	Qty. Req.	Unit	U	nit Rate	Total
S. NO.		Cat. No.	S/Code No.	DKF. No.	Kei: No.	Qiy. Keq.	Ош	In Figures	In Words	Amount
1.	2.	3.	4.	- 5.	6.	7.	8.	9.	10.	11.
1.	Ball Bearing	549826 / 3x1697	1,34,45130	3203-6,S1	5-13	20 Nos.	100			
2.	Bearing Shell STD	540589 / 2x7390	1,34,39550	3203-6,S1	5-23	72 Nos.	3			
3.	Oil Level Gauge	572863	1,75,18870	3203-6 S1	5-54	12 Nos.) 3			
4.	Safety Valve	3x8253	1,34,13870	3203-6,AS1	3-7	24 Nos.	73			
5.	LP Oil Ring	520133 / 2x7272	1,34,23620	3203-6,S1	5-33	120 Nos.				
6.	LP Compressor Ring	520123 / 2x7391	1,34,23650	3203-6,S1	5-34	120 Nos.	T		>	
7.	HP Compressor Ring	520125 / 2x7392	1,34,29170	3203-^,S1	5-29	24 Nos.	70	-		
8.	Inlet Valve	680001 / 3x5300	1,34,26200	3203-6,S1	7-20	120 Nos.	J 3	70		
9.	Discharge Valve	578773 / 2x7320	1,34,53890	3203-S1	7-25	120 Nos.	V g	7		
10.	Unloaded Body	564219	N/S	3203,10,S1	47	60 Nos.				
11.	Relief Valve	584002	1,34,54600	3203-6,S1	6	12 Nos.				
12.	Gasket Copper	2x7304	1,34,26170	3203-6,S1	8-21	100 Nos.				
13.	Gasket Copper Dia 3-1/2"	592600 / 3x3755	N/S	3203-6,S1	8-16	100 Nos.				
14.	Crank Shaft	553429	1,34,46930	3203-6 S1	5	05 Nos.				
15.	Crank Case Body	652224 / 3x8264	1,34,55160	3203-6,S1	5-38	05 Nos.				

S. No.	Description	Description Cat. No.	S/Code No. DRP. No.	Ref: No.	Qty. Req.	Unit	Un	Total		
S. NO.	Description	Cat. 140.	S/Code No.	DKF. No.	Kel. No.	Qıy. Keq.	Unit	In Figures	In Words	Amount
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
16.	Cylinder Liner LP, EX	514626 / 2x7334	1,34,45940	3203-6,S1	8-2	60 Nos.				
17.	Cylinder Liner HP	652530	1,34,55200	3203-6,S1	7-2	12 Nos.	3/			
18.	Exhaust Piston	3x8263	1,34,55020	3203-6,S1	5-35	36 Nos.				
19.	HP Piston	3x5810	1,34,52800	3203-6,S1	5	12 Nos.				
20.	Oil Pump Assembly Kit	559795	1,34,49510	3203-10Sup	1783	12 Nos.	3			
21.	Chain Oil Pump	552645	1,34,55130	3203-10Sup	5A-8	12 Nos.) 3			
22.	Inter Cooler Core	587937 / 3x3731	1,34,54560	3203-6,S1	3-4	24 Nos.	73			

Signature	•
Name of Signatory	•
Stamp & Date	



Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC	
	•	Definitions (GCC 1)	
1.	1.1	The Procuring Agency is: [Project Director/Special Repair of 100 D.E. Locomotives (New), Pakistan Railways, Mughalpura, Lahore	
2.	1.1(j)	The Supplier is: [Name and address]	
3.	1.1(q)	The title of the subject procurement or The Project is tender No. 18/SR-100/New/2024 for D.E. Locos Spares	
	•	Governing Language (GCC 4)	
4.	4.1	The Governing Language shall be: [English]	
	1	Applicable Law (GCC 5)	
5.	5.1	The Applicable Law shall be: Laws of the [Governing Laws of Federal Government]	
	11/11	Country of Origin (GCC 6)	
6.	6.1	Country of Origin is [as per quoted offer]	
		Performance Security (or guarantee) (GCC 10)	
7.	10.1	The amount of Performance Security (or Guarantee), as a percentage of the Contract Price, shall be: [up to 5% of the Contract Price]	
8.	10.4	After delivery and acceptance of the Goods, 100 percent of the Performance Security (or Guarantee) shall be with held to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.	
/	- 8 4	Inspections and Tests (GCC 11)	
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. In case the prior inspection is relaxed, the supplier shall provide complete Mill test report / conformity certificate from manufacturer (MSDS report in case of chemicals) The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to Pakistan Railways in order to ensure that the goods are manufactured in compliance with the contract.	

	11.2	FOR (DAP)	
		Inspection by DCP/I (MGPR)	
		unless otherwise specified in the Purchase Order irrespective of any clause	
		in the specification mentioned therein, inspection will be carried out by the	
		authorized Railway Inspector on the receipt of material in P.R. Inspector	
		Shed.	
		To be carried out by the District Controller of Purchase (Inspection),	
		Pakistan Railways, Storepura.	
		All ways and means will be used for inspection of the material to certify that	
		the material is:	
		In conformity with the specifications / standards / drawings mentioned in	
		the Purchase Order / contract	
		Brand New	
		As per brand mentioned in Purchase Order / contract for which import	
		documents / manufacturer's certificate / factory gate pass of the OEM may	
		be demanded by the inspecting officer if necessary.	
		As per country of origin mentioned in the Purchase Order / contract.	
	Personal Property of	All Lab Tests to ensure that the material is as per schedule of requirement	
and technical specifications of Section (V) including physical and			
		properties of material as per standard. (If applicable)	
		Material will be inspected on receipt in inspection shed (MGPR) (if not	
		specially mentioned otherwise). Physical and practical performance testing	
		will be carried out by subjecting material to practical performance tests	
	6	(where applicable). For other chemical and physical properties, the material	
		from supply will be tested in Pakistan Railways Laboratory.	
	0	In case of inspection at firm's premises all incidental charges will be on	
	(O)	firm's part.	
		In case of rejections, test charges will be borne by supplier.	
10.	12.2	Packing (GCC Clause 12) The following SCC shall supplement GCC Clause 12.2:	
10.	12.2	The following See shall supplement dec clause 12.2.	
James .	- 5 -	FOR (DAP)	
44	-8-	Packing of the material must comply with international standards and	
43		practices. Any further packing requirement in accordance with standard	
		export packing specified by the Pakistan Railways in the Technical	
	74	Specification.	
		opeonication.	

	T	Delivery and Documents (GCC Clause 13)
11.	13.1	For Goods supplied from abroad:
		Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Agency, with a copy to the Insurance Company:
		(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
		(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;
		(iii.) One original plus four copies of the packing list identifying contents of each package;
	<u></u>	(iv.) Insurance Certificate;
	_	(v.) Manufacturer's or Supplier's warranty certificate;
	2	(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
		(vii.) Certificate of Country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.
<		The above documents shall be received by the Procuring Agency at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
	7	[Other similar documents should be listed, depending upon the Inco term retained.] NOT APPLICABLE
12.	13.3	For Goods from within Pakistan:
		Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency: i. one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; ii. Delivery note, railway receipt, or truck receipt; iii. Manufacturer's or Supplier's warranty certificate;
		 iv. inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and v. Certificate of Country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate.
		The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. As per Purchase Order existing
12	1 / 1	Insurance (GCC Clause 14)
13.	14.1	Not Applicable. The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

Related Services (GCC Clause 16)					
14.	16.1	Related services to be provided are not applicable.			
	Spare Parts (GCC Clause 17)				
15.	17.1	Additional spare parts requirements are as per sectors.			
		Warranty Certificate (GCC Clause 18)			
16.	16. 18.2 Contract No Dated				
		The seller warrants that the stores will be in accordance with the particulars mentioned in the purchase order. The Seller warrants that the stores will be brand new and free from defects in material and workmanship. The Seller's obligation under the warranties expressed in Sub-paragraphs (i) & (ii) above shall be limited to replacement FOR Karachi Cantt free of cost stores which at the time of receipt by the consignee or under normal use and maintenance prove defective in material / workmanship or fail to comply with the required performance in the normal course of service. The warranty shall be valid for a period of 24 Months from the date of receipt of material as special terms and conditions. The Purchaser would be entitled to retain entire security deposit against the Purchase Order till expiry of warranty period. This warranty shall be in addition to the normal inspection.			
17	18. &	The period for correction for defects in the warranty period is for FOB within 04			
1	18.5	Months for DAP and 06 months after accept of claim.			
	- 2	Payment (GCC Clause 19) Once			
18	19.1	The method and conditions of payment to be Supplier under this Contract shall be as follows:			



	<u>Payment</u>					
	On FOR Basis:					
	100% payment will be made to the seller in Pak: Rupees by the Senior Account					
	Officer, Store Pakistan Railways, Headquarters office, Lahore after the approval of					
	Project Director/Special Repairs of 100 D.E Locomotives Project/New on					
	presentation of bill accompanied with Material Receipt Note to be issued by the					
	District Controller of Purchase/Inspection, Pakistan Railways, Storepura,					
Mughalpura/Reti line Karachi Cantt. After the material has been receiving inspected and accepted by him. (FOR basis only).						
On FOB Basis:						
	100% FOB value of the order shall be paid to the manufacturer / OEM through a					
	confirmed and irrevocable Letter of Credit (to be opened by the Purchaser). However, in some special cases, the letter of credit will be opened in the name of					
	Authorized Principal of Manufacturer only on the recommendation of Tender					
	Committee after certain Confirmations. The letter of credit shall not normally					
	require confirmation by a Foreign Bank. However, if confirmation is considered /					
15	required, the confirmation charges will be on supplier's account.					
V.	All All Marchander and Marchander an					
	Payment of taxes					
1	No payment should be allowed to any contractors engaged in supply of					
goods or services without production of clearance certificate from Excise and						
Taxation Department (Professional Tax Branch).						
	Sale of goods against this purchase order shall be subject to the production of					
	proof of payment of duty and taxes by the seller. No payment shall be					
	admissible unless and until the paid proof in provided.					
	Payment shall be made on presentation of Sale Tax Registration No. as well					
	as proof of payment of sale tax to the Sale Tax Department. (As per					
2	applicable by Federal Government).					
	Note:-					
	a) The payment to the registered suppliers is linked with the active					
	taxpayer status of the suppliers as per FBR database. If any registered					
and the same	supplier is not in ATL, his payment shall be stopped till he files his					
4.0	mandatory returns and appears on ATL of FBR.					
19. 19.3						
17. 17.3	0% interest will be applicable on late payment. Prices (GCC 20)					
20. 20.1	Not applicable.					
20.1	Liquidated Damages (GCC Clause 26)					
21. 25.1	Applicable rate 0.5% per week					
<u> </u>	Maximum deduction is equal to the performance security.					
•						

		Procedure for Dispute Resolution (GCC Clause 32)		
22.	32.3	Dispute Resolution		
		For Contracts to entered with foreign Contractor/ Service Provider:		
		All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.		
		For Contracts to be entered with nationals of Pakistan:		
		If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract— whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such—dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.		
	At future of negotiation the dispute shall be resolved through mediation a mediator shall be appointed with the mutual consent of the both parties.			
		At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Lahore and proceedings will be conducted in English.		
		The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. Arbitration proceedings as mentioned in the above clause regarding		
		resolution of disputes may be commenced prior to, during or after delivery of goods. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.		
22	25 1	Notices (GCC Clause 35)		
23.	35.1	— Procuring Agency's address for notice purposes: Project Director/Special Repair of 100 D.E. Locomotives (New), Pakistan		
		Railways, Mughalpura, Lahore.		
	FUR'	THER SPECIAL TERMS AND CONDITIONS OF CONTRACT		
24.	I	The Suppliers shall provide authentic bar coded certificate of Origin as per the format of FTA issued by concerned forum along with Shipping Documents.		



Form of Contract

THIS AGREEMENT made the __day of 20 __between [Office of the Project Director/Special Repair of 100 D.E. Locomotives (New), Pakistan Railways, Mughalpura, Lahore of Pakistan (here in after called "the Procuring Agency") of the one part and [name of suplier] of [city and country of Supplier] (here in after called "the Supplier") of the other part:

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

This form of Contract;

The Form of Bid and the Price Schedule submitted by the Bidder;

The Schedule of Requirements;

The Technical Specifications;

The Special Conditions of Contract;

The General Conditions of the Contract;

The Procuring Agency's Letter of Acceptance; and

[add here: any other documents]

In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_the(for the Procuring Agency)			
Witness to the signatures of the Procuring Agency:			
Signed, sealed, delivered bythe(for the Procuring Agency)			
Witness to the signatures of the Supplier:			

Performance Security (or Guarantee) Form

To: [Chief Controller of Purchase, PR, HQ office, Lahore]

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

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

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

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

This guarante	ee is valid until the:	[insert date]			
Signature and	d seal of the Guarai	ntors			
[name of ban	k or financial instit	ution]		3) 8	} }
[address]		118	61		
[date]					

Integrity Pact

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

Contract:	Number:		Contract:	Value:
Contract Title:		Dated:		

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

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

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

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

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

[Buyer]	[Seller/Supplier]
	29 P a g e