

**EMERGENCY RESCUE SERVICE (RESCUE-1122)
GOVERNMENT OF KHYBER PAKHTUNKHWA**



**Bid Solicitation Documents (BSDs)
For
1. Uniform & Protective Equipment's**

**EMERGENCY RESCUE SERVICE (RESCUE-1122)
GOVERNMENT OF KHYBER PAKHTUNKHWA**

**Directorate of Khyber Pakhtunkhwa Emergency Rescue Service
(Rescue-1122), Near Peshawar Press Club, Opposite Railway Station
Peshawar Cantt.**

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SECTION 1
Invitation to Bid

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TENDER NOTICE

Khyber Pakhtunkhwa Emergency Rescue Service (Rescue-1122) invites seal bids from Supplier having valid NTN, Sales Tax numbers and will be on active tax payer list (ATL) of FBR for supply of “Uniform & Protective Equipment’s “for Emergency Rescue Service Rescue-1122 Khyber Pakhtunkhwa” through single stage one envelopes bidding process as per the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules 2014 and Sub Rule 6-(2a).

S.#	Name of Item(s)
1.	Uniform & Protective Equipment’s

The following Terms & Conditions for issuance of Bid Solicitation Document (BSD’s) and submission of Tender documents/ BSD’S.

1. Detailed Bidding documents & Specifications of items can be downloaded within 15 days of publication of this tender advertisement in different newspaper from Rescue-1122 official website: www.rescuekp.gov.pk.
2. Bid security @ 2 % of the total bid value in shape of CDR, Banker Check in favor of Director General Emergency Rescue Services (ERS) Peshawar shall be submitted with the financial proposal.
3. The bids shall be reached in the Office of Director General Emergency Rescue Services (Rescue-1122) Khyber Pakhtunkhwa Peshawar, Opposite Railway Station Peshawar Cantt: through registered Dak or Courier Services and by hand submission on or before **27th August, 2024 at 10:00 AM**.
4. Financial bids shall be opened on **27th August, 2024 at 10:30 AM** by the Procurement Committee in the presence of Representatives of the bidders who chose to attend a meeting in the Conference Room of Directorate General , Emergency Rescue Services (Rescue-1122) Khyber Pakhtunkhwa Peshawar, Opposite Railway station Peshawar Cantt:
5. The Procurement committee will thoroughly evaluate the pre qualifications/mandatory requirements mentioned in the BSDs of all bidders

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and after evaluation lowest qualified/responsive bidder will be awarded a contract.

6. Proposal of bidders not fulfilling the mandatory required criteria/BSDs will be considered non responsive & will be rejected straightaway.
7. The procuring entity may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per the Khyber Pakhtunkhwa Public Procurement of Goods, works and Services Rules -2014, sub rule-47(i).
8. The rate quoted in the financial bid shall be inclusive of all government applicable taxes.
9. The firm must provide the sample of each item on the date of opening of bids.
10. The tender documents which are unsigned, unstamped/sealed, incomplete, corrected, tempered, over written will be considered non responsive and will be rejected.
11. The Competent Authority reserves the right to increase or decrease the quantity of items subject to availability of funds.

**Deputy Director Procurement
ERS(Rescue-1122) KP**

**SECTION II
INSTRUCTIONS TO BIDDER**

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1.	Scope of Bid	Emergency Rescue Service (Rescue-1122) Government of Khyber Pakhtunkhwa invites sealed bids for uniform & protective equipment's whose requirements have been specified in the Schedule of Requirements at Section – III
2	Source of funds	Govt. of Khyber Pakhtunkhwa.
3	Eligible Bidders	<p>3.1 This Invitation for Bid is open to all eligible bidders/original manufacturers/Authorized dealers who's made uniform & protective equipment's for Rescue-1122 Khyber Pakhtunkhwa.</p> <p>3.2 For the purchase of uniform & Protective equipments for rescue-1122 kp .the Authorized dealers/supplier must possess valid Authorization certificate from Manufacturer in the form as prescribed in Form 3 of Section V.</p> <p>3.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.</p>
4.	Corruption and Fraud	<p>4.1 The Government of Khyber Pakhtunkhwa defines Corrupt and Fraudulent Practices as “corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the Supplier/Fabricator 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”.</p> <p>4.2 Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.</p>
5.	Eligible Goods and Services	5.1 All goods and services to be supplied/performed under the contract shall conform to the policies of the Government of Khyber

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		<p>Pakhtunkhwa in vogue. All expenditures made under the contract shall be limited to such goods and services.</p> <p>5.2 For purpose of this clause, (a) the term “Goods” includes and goods that are the subject of this Invitation for Bids and (b) the term “Services” includes services for design, customization, testing, and related ancillary services such as transportation, insurance, support and after sale services etc.</p>
6.	Cost of Bidding	<p>6.1 The Bidder shall bear all the costs associated with the preparation and submission of bids, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p> <p>6.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuant to ITB Clauses; 16, 18, 19 & 21, Bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected</p>
7.	Bidding for Complete work	<p>7.1 The bids must be for the complete goods/services. Partial bids will be rejected.</p>
8.	Pre-Bid Meeting	<p>8.1 A Pre-bid Meeting shall be held on specific date time and venue mentioned in NIT.</p> <p>8.2 All the interested eligible bidders may attend the Pre-bid meeting; however, maximum two representatives from each firm shall be allowed to attend.</p> <p>8.3 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any response prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document from the sources indicated in the Invitation for Bids. Any modification of the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by Emergency Rescue Service (Rescue-1122) exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting.</p> <p>8.4 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder.</p>

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9	Site Visit	9.1 N/A
The Bidding Procedure		
10	The Governing Rules	10.1 The Bidding procedure shall be governed by the Government of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules-2014 of Sub-rule 6-(2B), issued and amended time to time, by the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA),Act2012.
11	Applicable Bidding Procedure	<p>11.1 The Bidding procedure shall be governed by the Government of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules-2014 of Sub-rule 6-(2b) “Single stage – Two Envelop procedure”. Bidders are advised also to refer and confirm the Bidding procedure applicable in the present bidding process.</p> <p>Single Stage: Two Envelope Procedure</p> <p>i) The bid shall comprise a single stage two separate sealed envelopes procedure. Each envelope shall contain separately the Financial Bid and the Technical Bid.</p> <p>ii) The envelopes shall be marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters to avoid confusion. Two additional copies, made from the original, of Technical Proposals shall also be submitted in separate and sealed envelope, duly marked as “Copy”.</p> <p>iii) Initially, only the envelope marked as “TECHNICAL BID” shall be opened in the Additional Secretary RR&SD Department Civil Secretariat Peshawar Khyber Pakhtunkhwa on the date and time prefixed in the Invitation for Bids (IFB) Notice for receipt/submission of bids in the presence of the bidders or their authorized representatives, who may choose to be present.</p> <p>iv) The envelope marked as “FINANCIAL BID” shall be retained in the custody of Procuring Agency/Entity without being opened.</p> <p>v) The Procuring Agency/Entity shall first establish the “Eligibility” and then evaluate the Technical Bid/Proposal, without reference to the price and reject any proposal with does not conform to the specified requirements.</p>

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		<p>vi) During the technical evaluation no amendments in the technical Bid/Proposal shall be permitted.</p> <p>vii) The “FINANCIAL BIDS” of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance within the bid validity period.</p> <p>viii) The Financial Bid of ineligible and/or technically non-responsive bidders shall be returned un-opened to the respective Bidders subsequent to the announcement of “Bid Evaluation Report” (BER).</p> <p>ix) The Best Evaluated Highest-Ranking Bid Under KPPRA Act 2012 Section 2C (i) shall be accepted.</p>
The Bidding Documents		
12	Contents of the Bidding Documents	<p>12.1 The services required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Documents. In addition to the Invitation for Bids, this Bidding Documents include:</p> <ul style="list-style-type: none"> a) Invitation for bids b) Instructions to Bidders (ITB) c) Evaluation Criteria d) Bid Forms e) Technical Forms f) Financial Forms g) General and Special Conditions of Contract. h) Contract form. i) Price Schedule. <p>12.2 The Bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.</p>
13	Clarification(s) on Bidding Documents.	<p>13.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring entity in writing at the Procuring entity address; office of Additional Secretary RR&S Department Civil Secretariat Peshawar.</p>

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		The Procuring entity shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring entity response including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.
14	Amendment(s) to the Bidding Documents.	<p>14.1 At any time prior to the deadline for submission of bids, the Procuring Agency/entity, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).</p> <p>14.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.</p> <p>14.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.</p>
Preparation of Bids		
15.	Language of Bids.	15.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.
16.	Documents comprising the Bids.	<p>16.1 The Bid submitted by the bidder shall comprise two envelopes submitted simultaneously; one containing only the technical proposal and the other is financial (price) proposal.</p> <p>The Technical Bid/Proposal shall contain the following:</p> <ul style="list-style-type: none"> i) Bid Form for technical bid (ii) The Confirmation that the Bid Security is attached with the financial bid. (iii) Documentary evidence that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. The Technical Evaluation Criteria is provided

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		<p>for guidance of bidders.</p> <p>(iv) Documentary evidence that the goods and ancillary Services to be supplied by the bidder.</p> <p>(v) Any other documents Prescribed in Particular Conditions of Contract or Technical Provision to be submitted with the bid.</p> <p>The Financial Bid/Proposal shall contain the following:</p> <p>(a) Bid Form for Price Proposal;</p> <p>(b) Schedules of Prices;</p> <p>(c) Recommended Spare Parts (if applicable)</p> <hr/> <p>16.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, details including general and specific characteristics of specialized jobs required by procuring entity that the bidder is willing or required to provide along with the proposed price.</p>
17.	Bid Price	<p>17.1 Bidders shall quote for the entire facilities on a “single responsibility” basis such that the total bid price covers all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of completion of requirement as per Section-III</p> <hr/> <p>17.2 Bidders shall give a breakdown of the prices in the manner and detail called for in the Schedules of Prices, duly typed and printed on the bidder’s letterhead. Any alteration/correction must be initialed. Every page of the bid is to be signed and stamped at the bottom.</p> <hr/> <p>17.3 In the Schedules, Bidders shall give the required details and a breakdown of their prices, including all taxes, duties, levies, and charges payable in Pakistan as of twenty-eight (28) days prior to the deadline for submission of bids.</p> <hr/> <p>17.4 One-year warranty period required of completes support and after sale services (Free of Cost).</p> <hr/> <p>17.5 The Bidder is required to offer a competitive price. All prices must include all the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties.</p>

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		<p>17.6 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.</p> <p>17.7 Prices quoted by the bidder shall not be subject to any adjustment during performance of the contract. No price adjustment provision will be taken into consideration in bid evaluation.</p> <p>17.8 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind.</p>
18.	Bid Currencies	18.1 Prices shall be quoted in Pak Rupees.
19.	Supporting Documents to judge specifications of the offered Jobs/Required Item.	19.1 The bidder shall provide the leaflets/broachers/catalogs of quoted products with the bid.
20.	Documentation on Eligibility of Bidders	<p>20.1 “Eligibility & Responsiveness” requirements are as follows: -</p> <ul style="list-style-type: none"> a) The bidder(s) must provide copy of Bidder’s Certificate of Incorporation/ registration signed and stamped. b) The bidder(s) shall provide National Tax No. and Sales Tax No. The bidder should be on Active Taxpayers List (ATL) on FBR. c) Bidder(s) must provide an Affidavit on judicial stamp paper of Rs.100/- that bidder is not blacklisted by any Public Sector Organization. d) The authorized dealers must provide manufacturer authorization of the specific equipment’s/tools/machines which he shall proposed in the technical proposals or satisfactory performance of the specialized job. e) The bidder financial strength must should be greater than the Quoted bid price. Last three years any specific project having value equal to or higher than the total Bid Price. f) One years supported warranty after sales & services, free of cost.

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		<p>g) Bid Validity period of 90 days.</p> <p>h) Submission of required amount of earnest money. A confirmation to this extent by provided in Technical Bid is must.</p> <p>20.2 Bidder(s) shall furnish, as part of its bid (along with Bid Forms & Price Schedule) the following documentary evidence to proof Bidder's qualifications to perform the Contract: -</p> <p>i. The bidders have successfully completed at least five contracts of similar nature and scale during the last five years.</p> <p>ii. The bidder must provide documentary evidence for his past five years' experience in the shape of purchase orders/ contract agreements containing description of work, value of contract, date of completion and clients' satisfaction certificates.</p>
21.	Bid Security	<p>21.1 The Bidder shall furnish, as part of its bid, a Bid Security @ 2% of the total Quoted Bid Value in Pak Rs. in the shape of pay order/banker cheque/ call deposit & in the name of Director General ERS (Rescue1122) Peshawar Khyber Pakhtunkhwa. The Bid Security must be provided with the Financial Bid and only its reference be mentioned in Technical Bid Form without any quote of the amount. Unsuccessful bidder's Bid Security shall be discharged or returned soon after announcement of the Bid Evaluation Report (BER).</p> <p>21.2 The successful Bidder's, Bid Security shall be discharged upon signing of contract and furnishing the performance security.</p> <p>21.3 The bid Security may be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity;</p> <p align="center">or</p> <p>(b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security.</p>

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22.	Bid Validity	<p>22.1 Bids shall remain valid for ninety (90) days after the date of opening of technical bid prescribed by the Procuring Agency.</p> <p>22.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than one month i.e. (Total 120 days).</p> <p>22.3 Bidders who;</p> <p>(a) agree to the Procuring Agency’s request for extension of bid validity period shall not be permitted to change the substance of their bids; and</p> <p>(b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.</p>
Submission of Bids		
23.	Sealing and Marking of Bids	<p>23.1 The envelopes shall be marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.</p> <p>23.2 The inner and outer envelopes shall:</p> <p>(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and</p> <p>(b) Bid Reference No. indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE”, the time and the date specified in the Bid Data Sheet for opening of Bids.</p> <p>23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.</p>

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		23.4 If the outer as well as inner envelope is not sealed and marked as required by 23.1 to 23.3 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.
24.	Deadline for Submission of Bids	<p>24.1 Bids must be submitted by the Bidder and received by the Procuring entity as mention in the NIT.</p> <p>24.2 The Procuring entity may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency/Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
25.	Late Bids	25.1 Any bid received by the Procuring Agency/Entity after the deadline for submission of bids prescribed by the Procuring Agency/Entity pursuant to ITB Clause 28 shall be rejected and returned unopened to the Bidder.
26.	Withdrawal of Bids	<p>26.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.</p> <p>26.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 21 above.</p>
Opening and Evaluation of Bids		
27.	Opening & Evaluation of Technical & Financial Bid by the Procuring Entity	<p>27.1 The "Technical Bids" received, shall be opened by the Procurement committee publicly in the presence of the Bidders or their representatives who may choose to be present in RR&SD Department Civil Secretariat Peshawar at date time & venue mentioned in NIT. No Technical Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the Bidder.</p> <p>27.2 All Bidders in attendance shall sign an attendance sheet.</p> <p>27.3 Prior to the detailed evaluation, the Procuring entity shall determine the substantial responsiveness of Technical Evaluation bid</p>

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		<p>to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, deviations from, or objections or reservations to critical provisions such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. for technical Bids and Bids Security for Financial Bids, shall be deemed to be a material deviation. The Procuring entity determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>27.5 The Procuring entity may waive any minor informality or nonconformity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.</p> <p>27.6 The Technical Bids shall then be evaluated conforming compliance as per Schedule of Requirements with the demanded ones.</p> <p>27.7 The Financial Bids of technically qualified (i.e. compliant to schedule of requirements and other terms & conditions) bidders shall be opened publicly on a specified date, time and venue which shall be communicated to the bidders.</p> <p>27.8 The Procuring entity shall open one Financial Bid at a time and read out aloud its contents which may include name of the Bidder, items bided for and unit prices and total amount of the Bid. The Procuring entity may choose to announce any other details which it deems appropriate if not in conflict with the Government of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules-2014 of Sub-rule 6-(2B), issued and amended time to time, by the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA),Act2012.</p>
		<p>27.9 In the Financial Bids the arithmetical errors shall be rectified on the following basis:-</p> <p>a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.</p> <p>b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.</p> <p>c) If there is a discrepancy between words and figures, the amount in words shall prevail.</p>

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28.	Rejection of Bids	<p>28.1 The Procuring Agency/Entity may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.</p> <p>28.2 The Procuring Agency incurs no liability, solely by virtue of its invoking the Government of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules-2014 of Sub-rule 47(2) towards Bidders who have submitted bids.</p> <p>28.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.</p>
29.	Re-Bidding	<p>29.1 If the Procuring entity rejected all bids in pursuant to ITB Clause 28, it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Khyber Pakhtunkhwa Public Procurements of goods, works and services Rules-2014, issued and amended time to time, by the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).</p> <p>29.2 The Procuring entity before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.</p>
30.	Announcement of Evaluation Report	<p>30.1 The Procuring Agency shall announce the results of technical bid evaluation in the form of a report before opening of the financial bids, to all bidders. The Procuring Agency shall also announce the final results of bid evaluation giving justification for acceptance or rejection of bids at least ten (10) days prior to the award of contract and place the same on and its authority (KPPRA) website.</p>
31.	Contacting the Procuring Entity	<p>31.1 No Bidder shall contact the Procuring entity on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.</p>

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		31.2 Any effort by a Bidder to influence the Procuring entity in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.
Award of Contract		
32.	Acceptance of Bid and Award Criteria	32.1 The Bidder whose bid is found to be conforming to the Qualification/Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the Contract, within the original or extended period of bid validity.
		33.2 The notification of award shall constitute the formation of the Contract between the Procuring entity and the successful Bidder.
		33.3 The enforcement of the Contract shall be governed by Government of Khyber Pakhtunkhwa Public Procurement of goods works and services Rules-2014 issued and amended time to time, by the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
34.	Limitation on Negotiations	34.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.
		34.2 Negotiations shall not be used to: <ul style="list-style-type: none"> i) substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the Bidder or the performance of the goods; j) substantially alter the terms and conditions of Contract; k) reduce unit rates or reimbursable costs; l) Substantially alter anything which formed a crucial or deciding factor in the evaluation of the bids or Bids.
35.	Signing of Contract	35.1 After the completion of the Contract Negotiations the Procuring entity shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

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		<p>35.2 Within Fourteen (14 Days) of receipt of the Contract Form, the successful Bidder shall sign the Contract in accordance with the legal requirements in vogue.</p> <p>35.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted an debarred from future participation, whether temporarily or permanently. In such situation the Procuring Agency may award the contract to the next lowest evaluated Bidder or call for new bids.</p> <p>35.4 The Contract shall become effective upon affixation of signature of the Procuring entity and the selected Bidder on the Contract document, and shall be governed for ONE-year period and by the terms and conditions mutually agreed in the contract.</p>
36.	Performance Guarantee	<p>36.1 On the date of signing of Contract, the successful Bidder will furnish a Performance Guarantee not less than @ 10% of the total Contract Cost, on the Form and in the mannered prescribed by the Procuring Agency.</p> <p>36.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee as per specified format, provided at Annex – D.</p> <p>36.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring entity may award the contract to the next lowest evaluated bidder or call for new bid.</p>
37.	Joint Venture	Joint Venture is not allowed in the bid.

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SECTION III

**EMERGENCY RESCUE SERVICE (RESCUE-1122)
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**SCHEDULE OF
REQUIREMENT/SPECIFICATIONS**

SPECIFICATIONS

SPECIFICATIONS ANNEX -----A

**EMERGENCY RESCUE SERVICE (RESCUE-1122)
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**SECTION IV
EVALUATION CRITERIA**

**EMERGENCY RESCUE SERVICE (RESCUE-1122)
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Evaluation/Eligibility Criteria:

- a) The bidder(s) shall provide National Tax and STRN.
- b) The bidder should be on Active Taxpayers List (ATL) of FBR.
- c) Bidder(s) must provide an Affidavit on judicial stamp paper of Rs.100/- that bidder is not blacklisted by any Public/Private Sector Organization in Pakistan.
- d) The bidder must provide One-year warranty certificate on judicial stamp paper for parts and after sales services be provided which shall be free of cost.
- e) The firm/bidder shall provide a conformity certificate on Judicial Stamp Paper that all the relevant documents regarding the past experience/ bank statement, annual audit reports and other required documents submitted in the bidding documents are genuine and correct.
- f) Previous Experiences (Similar Nature) in the last three years in the shape of work order up to 5-7 work order.

Note: The qualified bidders having lowest quoted rates will be awarded contract after fulfilling all the Codal formalities. Those bidders who do not comply the eligibility/mandatory requirement will not be considered for further evaluation and will be declare Non Responsive/Disqualify.

**Section-V
Bid Form**

**EMERGENCY RESCUE SERVICE (RESCUE-1122)
GOVERNMENT OF KHYBER PAKHTUNKHWA**

Bidder's Ref No.

Letter of Intention

Name of the Contract: { _____ }

To:

_____.

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods and ancillary services under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

We undertake, if our Financial Bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

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

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

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clause 21.1 of the bidding documents and has duly provided earnest money @ 2% of the total bid value as per Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules-2014, in the shape of pay order / demand draft / call deposit bearing No. _____ dated _____ in the name of Director General ERS (Rescue-1122)

KP, Peshawar with Financial Bid.

Dated: _____

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GOVERNMENT OF KHYBER PAKHTUNKHWA**

BID FORM 2

Name of the Firm

Bidder's Reference No:

Documentary Evidence: Eligibility of the Bidders

Required Documentation <i>(To Be Filled by the Procuring Agency)</i>	Checklist <i>(To be initialed by the Bidder against each document)</i>	Relevant Page Number in the Bid <i>(To be filled by the Bidder)</i>	Supporting Documents <i>(To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</i>
Column:1	Column:2	Column:3	Column:4
NTN Certificate			
ATL Certificate, FBR			
Bidder must be registered with KPRA.			
Bidder(s) must provide an Affidavit on judicial stamp paper of Rs. 100/- that bidder is not blacklisted by any Public Sector Organization and the bidder is also not involved in any sort of litigation with any Government Department or Private.			
Financial/Bank Statement of last three year sales. Up to 50M			

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<p>Previous Experiences (Similar Nature) in the last two year.</p> <p>Upto 5-7 work order.</p>			
<p>Staffing detail</p>			
<p>Annual Audit Statement of last 3 year</p>			

Bidders should only initial against those requirements that they are attaching with the form. In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

Bidders are required to mention the exact page number of relevant documents placed in the Bid.

Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1

Name & Signature of bidder:

**EMERGENCY RESCUE SERVICE (RESCUE-1122)
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MANUFACTUREER’S AUTHORISATION

BID FOIRM-3

To:

.....
.....

WHEREAS Who are established and reputable
Manufacturers/Fabricators/Suppliers should have at least 10 year Experience of the required
items at do hereby authorize.....to submit a bid, and subsequently
negotiate and sign the Contract with you against the invitation for Bids (IFB) No.....
for the goods manufactured by us.

We hereby extend our full guarantee and warranty as demanded for the goods offered for
supply by the above firm against this invitation for Bids.

Signature:.....

Designation:.....

Official Stamp:.....

This letter of authority should be on the letter head of the Manufacturer and should be signed
by a person competent and having the power of attorney to bind the Manufacturer. It should
be included by the Bidder in its bid.

**EMERGENCY RESCUE SERVICE (RESCUE-1122)
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BID FORM 4

Firm's Past Performance.

Name of the Firm:

Bidder's Reference No.

Assessment Period: (Three Years as per Evaluation Criteria)

Name of the Purchaser/ Institution	Purchase Order/ Agreement No.	Description	Value	Date of Completion	Purchaser's Certificate.

Bidders may use additional Sheets if required.

All certificates are to be attached with this form.

**EMERGENCY RESCUE SERVICE (RESCUE-1122)
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FINANCIAL BID FORM 1

Price Schedule

Name of the Firm: _____

Bidder's Ref. No: _____

Note: This form must cover all the costs associated to deliver the goods (Uniform & Protective clothing) .The respective costs of each items must be separately provided in the following manner.

Item	Description	Quantity	Rate (Pak. Rs.) DDP Basis	
			Unit Rate	Total
TOTAL (DDP Price) (in figures & words)				

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

SECTION VI
CONTRACT AGREEMENT

**EMERGENCY RESCUE SERVICE (RESCUE-1122)
GOVERNMENT OF KHYBER PAKHTUNKHWA**

CONTRACT AGREEMENT

THIS CONTRACT (hereinafter termed as “Contract” is entered into, signed and executed at Peshawar on this –**On dated**

BETWEEN

Name of Procuring Entity (DG-1122), Government of Khyber Pakhtunkhwa Pakistan having its office situated at ERS (Rescue1122) Head Quarter, Near Peshawar Press Club, Opposite Peshawar Cantt. Hereinafter shall be termed as “**PURCHASER**”, which expression shall include the successors in office, permitted assigns and legal representatives.

AND

M/s a firm duly registered with Income Tax and Sales Tax departments having NTN No. ----- & GST No. -----and has never been declared as defaulter by any authority or forum, having its registered office at..... (Hereinafter referred to as “**SUPPLIER**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interests, administrators and/or assignees)

WHEREAS the Purchaser invited rates for purchase of uniform and has accepted the following rates by the Supplier for the supply of requisite item, quantities, delivery schedule & rate of liquidated damages in case late deliveries of equipment: -

Sr. #	Bidder Name	Item Name	Quantity	Brand/Model	Contract Price (inclusive of applicable taxes)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. Both the parties of this Contract hereby agree that the following documents shall be read, understood and constructed as an essential and fundamental part of this Contract:
 - a) The General & special Conditions of Contract
 - b) The Schedule of Requirements.
 - c) The Technical Specifications.
 - d) The Price Schedule submitted by the Bidder.

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- e) The Performance Guarantee.
 - f) The Procuring agency's Notification of Award .
2. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
 3. This contract shall remain valid till the completion of the project. However, the period identified for warranty shall be dealt as per the prescribed requirement without having any reference to contract validity. The said requirement shall be agreed through separate stamp paper.
 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser and shall be bound to provide the Goods or services set right, resolve, redress, remedy, and cure the complaints, deficiencies, defect(s), shortcomings, or flaw(s) therein in conformity with the provisions of the Contract, failing which, the payments or charges shall be withheld, accordingly, and no additional cost shall be made to the Supplier.
 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying/resolving 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 Agreement to be executed in accordance with their respective laws the day and year first above written.

PARTIES

For and on behalf of ‘

For and on behalf of **M/S /Supplier’**

Procuring entity/Purchaser’

Name:

Designation:

CNIC:

Name:

Designation:

CNIC:

WITNESSES:

WITNESSES:

**EMERGENCY RESCUE SERVICE (RESCUE-1122)
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General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e. "GCC" means the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
- h. "The Procuring agency's country" is the country named in SCC.
- i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- j. "The Project Site," where applicable, means the place or places named in SCC.
- k. "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not

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superseded by provisions of other parts of the Contract.

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC. 25
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier

4. Standards

- 4.1 The Goods supplied under this Contract, shall confirm to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

- 5.1 The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency 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 procuring agency, if so required.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Procuring agency against all third-party

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claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

7. Performance

Security

- 7.1, the successful Bidder shall furnish the performance security @10% of the total contract cost, specified in SCC before issuance of Contract award.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- a. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - b. cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods (hardware & software items) fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

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8.4 The Procuring Agency has the right to inspect, test and where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.

8.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods (hardware & software items) as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods (hardware & software items) shall be made by the Supplier in accordance with the terms which shall be specified in the Schedule of Requirements.

10.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation & delivery charges, insurances & warranties, if any, etc.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.

12. Transportation

12.1 The Supplier is required under the Contract to transport the Goods (hardware & software items) to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: a. performance or supervision of on-site assembly and/or start-up of the

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Services

supplied Goods; b. furnishing of tools required for assembly and / or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. 28

13.2 Prices charged by the Supplier/fabricator for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

14. Spare Parts

(a). such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b). in the event of termination of production of the spare parts:

(i). advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;

(ii). following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested

15. Warranty

15.1 The Supplier warrants that the Goods (hardware & software items) supplied under the Contract are original, new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for Minimum (01) Year after the Goods or any Fabricated portion/items thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

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15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Fabricator / Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's/ Fabricator request(s) for payment shall be made to the Purchaser in writing, accompanied by a GST invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the procuring entity/ Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Fabricator / Supplier.

- (i) Must be submitted along with the Invoice. In case, GST is not applicable, the Supplier shall provide the documentary evidence to the said effect.
- (ii) Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.
- (iii) All payments to the Fabricator / Supplier shall be made as per following schedule, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities: -
- (iv) **Seventy 70%** of the lump-sum contract cost shall be made on submission of supply, installation & commissioning of all the Goods (hardware & software items) including ancillary services required for the up-gradation of Call Centre according to the agreed Solution and their acceptance through Physical Verification by the Purchaser.
- (v) **Twenty (20) percent** of the lump-sum contract cost shall be made upon completion of testing of the installed solution complete in all respect and their approval through Physical Verification by the

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Purchaser.

- (vi) **Ten (10) percent** of the lump-sum contract cost shall be made upon successful completion of all the Project and issuance of Completion of Certificate by the End User/Procurement Entity regarding up-gradation and its functioning/running.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods and Services delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:

- (a) designs, or specifications of the Goods & services to be provided under the Contract;
- (b) the method of packing;
- (c) The place of delivery.
- (d) The service to be provided by the supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.

**19. Contract
Amendments**

19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.

21. Subcontracts

21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such

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notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 17, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period specified in this Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.

24. Termination for Default

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or

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- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything 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.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid 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.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s Fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the

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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.

**26. Termination for
Insolvency**

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

**27. Termination for
Convenience.**

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its Convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a). to have any portion completed and delivered at the Contract terms and prices; and/or
- (b). to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of
Disputes**

28.1 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

**29. Governing
Language**

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties

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shall be written in the same language.

- 30. Applicable Law** 30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties** 32.1 Fabricator/Manufacturer/Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

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Special Conditions of the Contract

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

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency/ entity purchasing the goods name, be mentioned in SCC.

GCC 1.1 (h)—The Procuring agency’s country is:

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (j)—The Project Site is: [if applicable]

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement”.

Items to be Supplied & Agreed Unit Cost:

[Ref: GCC clauses: 8, 12 & 17]

(I) the Supplier shall provide to the procuring entity Purchaser the goods and services on the agreed price as mentioned in the Contract Agreement

(ii) Each Items supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Purchaser against each item

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(iii) The cost is inclusive of all taxation and other costs associated with transportation and agreed incidental costs.

3. Performance Guarantee:

[Ref: GCC Clause: 7]

(I) The Supplier shall provide a Performance Guarantee equivalent to 10% of the total Contract amount on the prescribed format as provided by procuring entity to the Purchaser (Annex – D)

ii) Supplier’s Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause (I) above.

iii) Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.

IV) The Performance Guarantee shall be released upon completion of one year free of cost, support and after sales services including all the warranties of hardware.

• **Inspections and Tests (GCC Clause 8)**

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows.

- Provision of PCSIR Laboratory Test is mandatory at time of bid submission; the same will be done by contractor at his own cost.
- **Packing (GCC Clause 9)**

Sample provision GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

• **Delivery and Documents (GCC Clause 10)**

Sample provision (DDP terms)

GCC 10.3—upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:

- i. copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- ii. original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. copies of the packing list identifying contents of each package;
- iv. insurance certificate;

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- v. Manufacturer's or Supplier's warranty certificate;
- vi. inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- vii. Certificate of origin.

- **Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

- **Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are:

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

- **Spare Parts (GCC Clause 14).**

GCC 14.1—Additional spare parts requirements are:

Sample provision

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

- **Warranty (GCC Clause 15).**

Sample provision

GCC 15.2—in partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a). make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with

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SCC 4,

Or

(b). pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____).

- **Payments [Re: GCC Clause: 16]**

Sample provision

GCC 16.1—the method and conditions of payment to be made to the Fabricator/Manufacturer/Suppliers under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

- (i) The Procuring Agency/entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements in accordance with the Price Schedule, the amount against the delivered goods and services or such other sum as may become payable under the provisions of this Contract.
- (ii) A copy of General Sales Tax ('GST') Invoice showing the amount of sales tax, must be submitted along with the Invoice. In case, GST is not applicable, the Supplier shall provide the documentary evidence to the said effect.
- (iii) Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.
- (iv) (a) All payments to the Supplier/Fabricator shall be made as per schedule of GCC Clause-16 & sub clause-iv, v & vi, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities: -

- **Prices (GCC Clause 17)**

Sample provision

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC. [To be inserted only if price is subject to adjustment.]

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13. Penalties/ Liquidated Damages:

[Ref: GCC Clause: 10]

i) The time frame for delivery of goods and services for successful completion of the solution/project in all respect without penalty as per requirement & scale of project or decided, in the pre bid meeting.

ii) In case of late delivery beyond the periods specified in the Schedule of Requirements and subsequent purchase order/ work order, penalty @ 0.067% per day of cost of late delivered items shall be imposed upon the supplier up to maximum 10% of the total contract cost.

14. Resolution of Disputes (GCC Clause 28)

GCC 28.1—the dispute resolution mechanism to be applied pursuant to **GCC Clause 28.2** shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English.

16. Applicable Law

GCC 30.1___ The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

17. Notices :(GCC Clause 31)

All assessments and procuring procedures **OR** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing i.e. receiving, opening and awarding etc. shall be governed by the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014 (Amended) and Emergency Rescue Service (Rescue-1122) Regulation Act 2022. (Amended).