

**PAKISTAN RAILWAYS**

OFFICE OF THE MANAGING DIRECTOR/CSF,  
PAKISTAN RAILWAYS,  
HEADQUARTERS OFFICE, LAHORE



No:-W-14/CSF/AGG/SUK/2022-23

Dated: 3 - 11-2022.

M/s. Hassan Enterprises,  
306-A Bunder Road,

**Sukkur.**

This is to notify you that your Bid dated 20.9.2022 for execution of the Supply of Crushed Stone Aggregate (By Road) = 300,000 Cft to CSF/Sukkur against bid/Adv: tender No.W-14/CSF/AGG:/SUK/2022-23 for the Contract Price of Rs.21,795,000/- (One Crore Forty Nine lac eighty thousand) In Pakistani Rupees, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by G.M/M&S. The detail is as under: -

| Description   | Quantity    | Rate   | Total Cost      |
|---|-------------|--|-----------------|
| Supply of Crushed Stone Aggregate (by road) from approved quarry (Mach/Muskaf/Nari/Hirk) direct to Concrete Sleeper Factory, Sukkur duly stacked as per attached tender conditions and technical specifications. All the costs including lead and lift, loading, unloading, freight charges, handling, re-handling, stacking, restacking, octroi, mining charges, royalty, local and all other govt. duties/taxes, sales tax etc; labour and material charges and all other incidental charges and all Govt. duties will be borne by the contractor to complete the job in all respects.<br>i) 02mm to 05mm = 45,000 Cft<br>ii) 06mm to 15mm = 150,000 Cft<br>iii) 16mm to 25mm = 105,000 Cft | 300,000 Cft | Rs.72.65<br>Per Cft<br>inclusive of<br>all taxes<br>etc; | Rs.21,795,000/- |

We hereby confirm Managing Director/CSF, Pakistan Railways, Headquarters Office, Lahore to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with ITB 45.1.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days after receipt of 5% Performance Guarantee / Security.

You are hereby required to furnish the Performance Guarantee/Security i.e 5% of the contract price amounting to Rs.1,089,750/- in the form of Bank Guarantee or CDR etc; within a period of fourteen (14) days after the receipt of Letter of Acceptance. It is further advised to start the supply of Crushed Stone Aggregate as early as possible.

Authorized Signature:

*[Handwritten Signature]*  
Executive Engineer/CSF,  
Pakistan Railways,  
Headquarters Office, Lahore.

DA/Contract

Copy to:-

1. The Managing Director/CSF, Pakistan Railways, Headquarters Office, Lahore for information & record.
2. The Works Manager/CSF, Pakistan Railways, Sukkur for information.

S/No. 110/1

# PAKISTAN RAILWAYS



**AGREEMENT NO.**

**128-W/72/14/CSF/AGG/SUK/2022-23**

**FOR**

**SUPPLY OF CRUSHED STONE AGGREGATE  
300,000 CFT TO CONCRETE SLEEPER FACTORY,  
PAKISTAN RAILWAYS, SUKKUR.**

**BY**

**M/S. HASSAN ENTERPRISES, 306-A BUNDER ROAD,  
SUUKUR.**

**OFFICE OF THE MANAGING DIRECTOR, CONCRETE SLEEPER  
FACTORIES, PAKISTAN RAILWAYS, HEADQUARTERS  
OFFICE, LAHORE.**

Ph# 042-99201776

Email: [md.csf2016@gmail.com](mailto:md.csf2016@gmail.com)

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Form of Contract

CONTRACT AGREEMENT NO.128-W/72/14/CSF/AGG:/SUK/2022-23 DATED -11-2022.

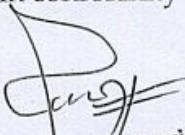
THIS AGREEMENT made the 7th day of DECEMBER 2020 between Managing Director/CSF, Pakistan Railways, Headquarters Office, Lahore of Pakistan (hereinafter called "the Procuring Agency / Purchaser") of the one part and M/s. Hassan Enterprises, 306-A, Bunder Road, Sukkur, Pakistan (hereinafter called "the Supplier") of the other part:


WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., Supply of Crushed Stone Aggregate (By Road) = 300,000 Cft to CSF/Sukkur and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of Rs.21,795,000/- (Rs.Two Crore Seventeen Lac & Ninety Five Thousand only) (hereinafter called "the Contract Price").

WHEREAS the Supplier has already deposited with Railway Administration the security, vide Call Deposit Receipt No.00305695 & 00305711 dated 26.08.2022 & 08.11.2022 amounting to Rs.1,000,000/- + Rs.90,000/- = Rs.1,090,000/- issued by Silk Bank (0010) Sukkur Branch, Sukkur and has given to the Procuring Agency a lien over such letter of guarantee as security for the due fulfillment of the Contract.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
  - (h) This form of Contract;
  - (i) the Form of Bid and the Price Schedule submitted by the Bidder;
  - (j) the Schedule of Requirements (as mentioned in BDS and SCC);
  - (k) the Technical Specifications;
  - (l) the Special Conditions of Contract;
  - (m) the General Conditions of the Contract;
  - (n) the Bill of Quantity (Annexure-A);
  - (o) the Procuring Agency's Letter of Acceptance; and
  - (p) All other forms, schedules, annexures, Bonds, Declarations, Certificates, Policies / Procedure Orders, Drawings, Securities and other obligations as per terms of bidding documents.
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

  
M/s Hassan Enterprises  
Govt: Contractor  
SUKKUR


  
WORKS MANAGER  
CONCRETE STEEL FACTORY  
PAKISTAN RAILWAYS, SUKKUR

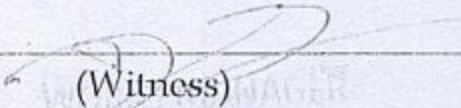
110/3

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

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

Mr. Amjad Iqbal  
Managing Director/CSE, PR, HQ; Office, Lahore.

  
07/12/2022  
(Purchaser/P.A)

  
(Witness)  
.....W.A/C.S.F......

M/s. Hassan Enterprises, Sukkur

  
**M/s Hassan Enterprises**  
**Govt: Contractor**  
**SUKKUR**

\_\_\_\_\_  
\_\_\_\_\_  
(Witness)

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Annexure - 'A'

BILL OF QUANTITY

CSF/Sukkur

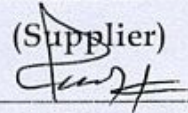
Completion Period =

08 months or earlier, in equal monthly installments @ 37,500 Cft per month.

| S. No. | Description  | Qty            | Unit       | Rate     |  | Total Cost      |
|--------|--|----------------|------------|----------|--|-----------------|
|        |  |                |            | In Fig:  | In Words   |                 |
| 1.     | Supply of Crushed Stone Aggregate (by road) from approved quarry (Mach/Muskaf/Nari) direct to Concrete Sleeper Factory, Sukkur duly stacked as per attached tender conditions and technical specifications. All the costs including lead and lift, loading, unloading, freight charges, handling, re-handling, stacking, restacking, octroi, mining charges, royalty, local and all other govt. duties/taxes, sales tax etc; labour and material charges and all other incidental charges and all Govt. duties will be borne by the contractor to complete the job in all respects.<br>i) 02mm to 05mm = 45,000 Cft<br>ii) 06mm to 15mm = 150,000 Cft<br>iii) 16mm to 25mm = 105,000 Cft | 300,000<br>Cft | Per<br>Cft | Rs.72.65 | Rupees Seventy two and sixty five paise only per Cft | Rs.21,795,000/- |

(Supplier)

Signature \_\_\_\_\_



Name \_\_\_\_\_

ALHAR HASSAN

Firm's name & address \_\_\_\_\_

M/s Hassan Enterprises  
Govt: Contractor  
SUKKUR


CNIC No. \_\_\_\_\_

455047912776-7

Phone No. \_\_\_\_\_

FAX# \_\_\_\_\_

Telegraphic Address: \_\_\_\_\_

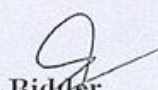
  
07/12/2022  
Managing Director/CSF  
PR, HQ. Office, Lahore.  
Purchaser.

WORKS MANAGER  
CONCRETE SLEEPER FACTORY  
PAKISTAN RAILWAYS, SUKKUR

**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   |
|------------------------|------------|--|
| <b>A. Introduction</b> |            |  |
| 1.                     | 1.1        | <p><u>Name of Procuring Agency: Managing Director/CSF, Pakistan Railways, Headquarters Office, Lahore.</u></p> <p><u>The subject of procurement is: Supply of Crushed Stone Aggregate (By Road) = 300,000 Cft to CSF/Sukkur.</u></p> <p><u>Period for delivery of goods: Within 08 Months or earlier, in equal monthly installments.</u></p> <p><u>Commencement date for delivery of Goods: Within 14 days after issuance of acceptance letter.</u></p> <p><u>Brief Scop of Work is as under: -</u></p> <p>a. Tendered material for the manufacturing of concrete sleepers is required to be supplied according to attached Technical Specifications. The source of supply of the material is Mach/Muskaf/Nari/Quetta as per following sizes/quantities: -</p> <p>(i) Size 2mm to 5mm = 45,000 Cft</p> <p>(ii) Size 6mm to 15mm = 150,000 Cft</p> <p>(iii) Size 16 mm to 25mm = 105,000 Cft</p> <p>b. Bids/Tenders shall be submitted on bid/tender form appended with these bidding documents.</p> <p><u>The bidders are required to submit following at the time of submission of bids: -</u></p> <p>The bidders shall examine carefully all the bidding documents consisting of the tender notice, Tender/Bid form, instructions to bidders, special conditions and general conditions of contract, specifications, forms, Annexures and schedules. He may visit and inspect the factory and site of source of supply at his own expenses and obtain all information which may be necessary for the purpose of tendering. Any plea on the grounds that the bidder was not aware of site conditions shall not be acceptable and shall not relieve the bidder of his contractual obligations.</p> |

  
Bidder

  
  
Purchaser

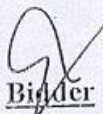
|    |     |   |
|----|-----|---|
| 2  | 2.1 | <i>Financial year for the operations of the Procuring Agency: 2022-2023</i><br><i>Name of financing institution: Chief Engineer/Open Line and Project Directors of Pakistan Railways.</i><br><i>Name and identification number of the Contract: Supply of Crushed Stone Aggregate (By Road) = 300,000 Cft to CSF/SUK, No.W-14/CSF/AGG:/SUK/2022-23.</i> |
| 3. | 3.1 | <i>Maximum number of members in the joint venture, consortium or association shall be: JVs are not allowed.</i>   |
|    | 3.8 | <i>In addition, the bidders in litigation with Pakistan Railways which prohibits their participation in this bid are not eligible.</i>  |
| 4. | 4.1 | <i>Ineligible country(s) is or are India &amp; Israil (as list attached)</i>  |
|    | 4.5 | <i>Demonstration of authorization by manufacturer: Not required</i>   |

## B. Bidding Documents

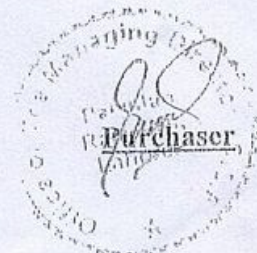
|    |     |   |
|----|-----|---|
| 5. | 7.2 | <i>The documents to be completed and returned in original. No additional copies are required.</i>   |
| 6. | 8.1 | <i>The address for clarification of Bidding Documents is: Office of the Managing Director/CSF, Pakistan Railways, Headquarters Office, Empress Road, Lahore. Phone No.042-99201776 &amp; 042-99201737</i> |
|    | 8.5 | <i>Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the venue, time, and date of the pre-Bid meeting:<br/><br/>Pre-bid meeting will not be held.</i>                     |

## C. Preparation of Bids


|    |                 |   |
|----|-----------------|---|
| 7. | 10.1            | <i>The Language of all correspondences and documents related to the Bid is: English</i>   |
| 8. | 11.1 (b) & 11.2 | <i>Detail of sample(s) to be submitted with the Bid are: Not required</i>   |
| 9. | 11.1 (h)        | <i>In addition to the documents stated in ITB 11, the following documents must be included with the Bid:<br/>1. Registration of Sales Tax &amp; Income Tax.<br/>2. Status on Active Tax Payer List (ATL) of FBR.<br/>4. Other registration documents of the firm.</i> |

  
Bidder





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|--|--|--|
| 10.  | 12.3 (c)   | <i>Other procurement specific documentation requirements are: <u>Crushed Stone Aggregate is to be supplied from approved Railway sources of Mach/Muskaf/Nari/Quetta. The documentary evidence to this effect is to be provided by the contractors at the time of supply of material.</u></i>   |
| 11.  | 12.4   | Not applicable.  |
| 12.  | 13.3 (b)   | <i>The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: [list criteria].<br/><u>Not applicable being single stage one envelope Tender. However, responsiveness of the bidders shall be examined as per check list attached as Annexure-"A". The bids found non responsive shall be rejected, without consideration of quoted rates.</u></i> |
| 15.6 15.7<br>(a) (iii), (iv)<br>(optional) | <ul style="list-style-type: none"> <li>➤ For goods manufactured from within Pakistan the price quoted shall be the full inclusive value of the finished work described herein (complete in place). It shall include profit of contractor, transportation charges by road up to CSF/SUK, un-loading &amp; stacking and all obligations of every kind (except freight charges by rail) to be borne by the contractor under the contract, including all taxes, duties, royalties (Provisional/Municipal) mineral tax, toll tax, sales tax or any other tax to be borne by the contractor, mobilization and use of tools, plants, equipment and transport required by the contractor for fulfillment of his obligations under the contract. The rate includes cost of labour, material and all lead, lift, loading, unloading, freight charges etc. shall be inclusive of lead, lift, loading, unloading, freight charges, handling, re-handling, stacking, restacking, octroi, mining charges, royalty, local and all other Govt. duties / taxes, sales tax etc, labour and material charges.</li> <li>➤ The prices / rates are to be quoted as per format of price schedule for domestic goods.</li> <li>➤ The actual sum to be paid to the contractor in case tender is accepted shall be determined by measuring the work actually done in accordance with the contract and valuing it at the rate or prices quoted by the contractor in the accepted tender.</li> </ul> |  |



Bidder



Purchaser

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| 14. | 15.7 (a) (i) & 15.6 (b) (i)<br><br>(ii), (iii) (optional)<br>(iv), (v) (optional) | <i>For goods offered from abroad the price quoted shall be: [insert]</i><br><br><u>Not applicable.</u>   |
|     | 15.9  | <i>The quoted price shall be fixed except the price adjustment indicated in SCC.</i>   |
| 15. | 16.1 (a)  | a) <i>For goods and related services originating in Pakistan the currency of the Bid shall be: <u>Pakistani Rupees</u></i><br>b) <i>For goods and related services originating outside Pakistan, the Bidder shall express its Bid in any convertible currency: <u>Not applicable</u></i>                               |
| 16. | 16.2  | <u>Not applicable.</u>   |
| 17. | 17.1  | <i>The Bid Validity period shall be: <u>90 days.</u></i>   |
| 18. | 18.1  | <i>The amount of Bid Security shall be: <u>Rs.1,000,000/- (Lump sum)</u></i><br><br><i>The currency of the Bid Security shall be: <u>Pakistani Rupees.</u></i> Or<br><i>Indicate whether Bid Securing Declaration is applicable: <u>Yes for the bidders who are registered with CF/ISLD as Per Railway Policy.</u></i> |
| 19. | 18.3  | <i>The Bid Security shall be in the form of: <u>Bank Guarantee Bond, CDR, Banker's Cheque, Demand Draft or Pay Order.</u></i>  |
| 20. | 18.3 (c)  | <i>Other forms of security are: <u>Cash receipt (deposited with CCT/LHR or DPM)</u></i>  |
| 21. | 19.1  | <i>Alternative Bids to the requirements of the Bidding Documents <u>will not be permitted.</u></i>   |
| 22. | 21.2  | <i>The number of copies of the Bid to be completed and returned shall be <u>one No. (in original).</u></i><br><i>The quotations by Fax/Cable Telegrams/Telephones/Teleprinters shall not be considered.</i>  |

Bidder



|     |      |  |
|-----|------|--|
| 23. | 21.2 | <p><i>Written confirmation of authorization is Power of Attorney:</i></p> <p>In the event of a tender being submitted by a firm it must be signed separately by each member thereof, or it must be signed on their behalf by a person holding a power-of-attorney duly notarized authorizing him to do so, and in the case of a company, the tender should be executed in the manner laid down in the said company's Articles of Association.</p> <p>A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.</p> |
|-----|------|--|

**D. Submission of Bids**

|     |          |  |
|-----|----------|--|
| 24. | 22.2 (a) | <p><i>Bid shall be submitted/dropped in tender box No.2 in the office of Managing Director/CSF, Pakistan Railways, Headquarters Office, Empress Road, Lahore.</i></p> <p><i>Street address: Empress Road, Pakistan Railways, Headquarters Office</i></p> <p><i>Building/Plot No. CSF/Directorate's Building</i></p> <p><i>Floor/Room No.: Ground Floor</i></p> <p><i>City/Town: Lahore</i></p> |
| 25. | 22.2 (b) | <p><i>Title of the subject Procurement or Project name: Supply of Crushed Stone Aggregate (By Road) = 300,000 Cft to CSF/Sukkur</i></p> <p><i>ITB title and No: Supply of Crushed Stone Aggregate No.W-14/CSF/AGG:/SUK/2022-23</i></p> <p><i>Time and date for submission: At or before 14:00 hours on 20-09-2022</i></p>  |
| 26. | 23.1     | <p><i>The deadline for Bid submission is:</i></p> <p>a) Day: <u>Tuesday</u></p> <p>b) Date: <u>20-09-2022</u></p> <p>c) Time: <u>At or before 14:00 hours</u></p>  |


Bidder

Purchaser

W-14/SUK

E. Opening and Evaluation of Bids

|     |          |  |
|-----|----------|--|
| 27. | 26.1     | <p><i>The Bid opening shall take place at: <u>Office of the Executive Engineer/CSF, Pakistan Railways, Headquarters Office, Lahore.</u></i></p> <p><i>Street address: <u>Empress Road, Lahore, Pakistan Railways, Headquarters Office.</u></i></p> <p><i>Building/Plot No.: <u>CSF/Directorate's Building</u></i></p> <p><i>Floor/Room No: <u>Ground Floor</u></i></p> <p><i>City/Town: <u>Lahore</u></i></p> <p><i>Country: <u>Pakistan</u></i></p> <p><i>Day : <u>Tuesday</u></i></p> <p><i>Date: <u>20-09-2022</u></i></p> <p><i>Time : <u>At 14:30 hours</u></i></p> |
| 28. | 32.2     | <p><i>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <u>Pakistani Rupees</u></i></p> <p><i>The source of exchange rate shall be: <u>Not applicable</u></i></p> <p><i>The date of exchange rate shall be: <u>Not Applicable.</u></i></p>  |
| 29. | 35       | <p><i>Evaluation Techniques Least Cost Based Selection (LCBS)</i></p> <p><i>After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.</i></p>  |
| 30. | 33.4 (h) | <p><i>Other specific criteria are:</i></p> <p><i><u>Not applicable being single stage single envelope tender, however responsiveness of the bidder to the tender conditions shall be examined as per bid conditions. Any bidder who is found non responsive, their bid shall be rejected.</u></i></p>  |

  
Bidder



  
Managing Director  
Pakistan Railway  
Lahore  
Purchaser

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|     |                  |  |
|-----|------------------|--|
| 31. | 33.5 (a)         | <p>Inland transportation from EXW/port of entry/border point to [name of Project site(s)], and insurance and incidentals.</p> <p>Bidder shall furnish:</p> <ul style="list-style-type: none"> <li>• estimated dimensions and shipping weight of each package.</li> <li>• approximate EXW/ Applicable INCOTERM value of each package.</li> </ul> <p><u>Not applicable.</u></p>  |
| 32. | 33.5 (b)         | <p><u>Delivery schedule. Completion within 08 Months or earlier, in equal monthly installments.</u></p> <p>Free delivery at Concrete Sleeper Factory, Sukkur including transportation &amp; unloading charges, etc; Minimum Crushed Stone Aggregate to be supplied is 37,500 Cft (2 to 5mm = 5625, 6 to 15mm = 18750 &amp; 16 to 25mm = 13125 Cft) per month. In case of deviation from monthly schedule a fine of 0.1% per day of the cost of late supplied quantity shall be recoverable. Excess / more than desired quantity, however shall be adjustable in the next month's quantity.</p> |
| 33. | 33.5 (c)<br>(ii) | <p><u>Deviation in payment schedule "is not" applicable.</u></p> <p>Annual interest rate: <u>Not applicable</u></p>  |
| 34. | 33.5 (d)         | <p>Cost of spare parts: <u>Not applicable</u></p>  |
| 35. | 33.5(e)          | <p>Spare parts and after sales service facilities in Pakistan.<br/><u>Not applicable</u></p>   |
| 36. | 33.5 (f)         | <p>Operating and maintenance costs.<br/><u>Not applicable</u></p>  |
| 37. | 33.5 (g)         | <p>Performance and productivity of equipment.<br/><u>Not applicable</u></p>  |
| 38. | 33.5 (h)         | <p>Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications.<br/><u>Not applicable</u></p>   |
| 39. | 33.6             | <p>In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is:<br/><u>Not applicable</u></p>  |
| 40. | 34.1             | <p>a) Domestic preference to apply.<br/><u>Not applicable</u></p>  |

  
Bidder

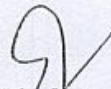
  
Purchaser

## F. Award of Contract

|     |      |  |
|-----|------|--|
| 41. | 40.1 | Percentage for quantity increase or decrease is: <u>15%</u>  |
| 42. | 43.1 | The Performance Security (or guarantee) shall be: <u>5 percent of the Contract Price</u>   |
| 43. | 43.2 | The Performance Security (or guarantee) shall be in the form of: <u>Bank Guarantee Bond, CDR, Banker's Cheque, Demand Draft or Pay Order</u> |
| 44. | 44.1 | The Advance Payment if essential shall be limited to: <u>Not Applicable in this tender</u>   |
| 45. | 44.2 | Maximum amount of Advance payment shall be: <u>Not Applicable in this tender</u>   |
| 46. | 45.1 | Arbitrator shall be appointed by mutual consent of the both parties.   |

## G. Review of Procurement Decisions

|     |      |   |
|-----|------|---|
| 47. | 49.1 | The address of the Procuring Agency is: <u>Office of the Managing Director/CSF, Pakistan Railways, Headquarters Office, Empress Road, Lahore.</u>   |
|     |      | The Address of PPRA to submit a copy of grievance:<br><br>Grievance Redressal Appellate Committee,<br>Public Procurement Regulatory Authority 1 <sup>st</sup><br>Floor, G-5/2, Islamabad, Pakistan<br>Tel: +92-51-9202254 |

  
Bidder





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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   |
|-------------------|-------------------|---|
|                   |                   | <b>Definitions (GCC 1)</b>  |
| 1.                | 1.1(c)            | Upon receipt of Performance Security, formal agreement shall be executed between purchaser and supplier. Four copies of the contract agreement will be sent to WM/CSF/SUK who will confirm/sign the same as well as get the signed from the contractor and return four copies duly stamped to this office within fifteen days from the date of receipt of performance security for the approval of Managing Director/CSF.   |
| 2.                | 1.1(d)            | The bidder, in case his tender is accepted, in whole or in part, shall commence the work within fourteen days after the approval of the contract agreement or on receipt of the Engineer's orders to commence the work, or Works Manager's official Notification to proceed with the work, whichever is earlier.  |
| 3.                | 1.1(k)            | <u>The Procuring Agency is: Managing Director/CSF, Pakistan Railways, Headquarters Office, Empress Road, Lahore.</u>  |
| 4.                | 1.1(p)            | <u>The Supplier is: _____ [Name and address]</u>  |
| 5.                | 1.1(q)            | <u>The title of the subject procurement or the project is: Supply of Crushed Stone Aggregate (By Road) = 300,000 Cft to CSF/Sukkur</u>  |
| 6.                | 1.1(y)            | In addition, following definitions are added:<br>(i) "Purchaser" includes the General Manager of the Pakistan Railways, Managing Director, Concrete Sleeper Factories, Pakistan Railways, Headquarters Office, Lahore and anyone authorized to act on his behalf.<br>(ii) "Inspecting Officer" means the person, firm or department nominated by the purchaser to inspect the stores on his behalf and the deputies of the Inspecting Officer so nominated.<br>(iii) "Contractor" means the person, firm or company with whom the order for the supply has been placed. |

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Purchaser

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|  |      | (iv) "Sub-Contractor" means any person, firm or company from the Company may obtain any material of fit things to be used in the supply or manufacture of the stores.<br><br>(v) "Drawings" means the drawings exhibited or provided for the guidance of the Contractor.   |
| <b>Governing Language (GCC 4)</b>                    |      |  |
| 7.   | 4.1  | <i>The Governing Language shall be: <u>English</u></i>   |
| <b>Applicable Law (GCC 5)</b>                        |      |  |
| 8.   | 5.1  | <i>The Applicable Law shall be: <u>Laws of the Pakistan</u></i>  |
| <b>Country of Origin (GCC 6)</b>                     |      |  |
| 9.   | 6.1  | <i>Country of Origin is ..... <u>Not applicable</u></i>  |
| <b>Performance Security ( or guarantee) (GCC 10)</b> |      |  |
| 10.  | 10.1 | <i>The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be:<br/><u>Five percent (5%) of the contract price</u></i>  |
| 11.  | 10.4 | <i>After delivery and acceptance of the Goods, _____percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.<br/><u>Not applicable</u><br/><br/><u>Performance security will be released after satisfactory completion of work.</u></i> |



Bidder



Purchaser

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| Inspections and Tests (GCC 11) |      |  |
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| 12.                            | 11.1 | <p><i>Inspection and tests and at final acceptance are as follows:</i></p> <p>a) <b><u>INSPECTION</u></b><br/>The material will be supplied directly to concerned WM, which will be 10% inspected by concerned WM/CSF and 100% by concerned IOW at site or any authorized representative nominated by the MD/CSF.</p> <p>b) <b><u>TESTING</u></b><br/>Please refer technical specification.</p> <p>c) All supply shall be subject to inspection, measurement and weighment on receipt at the store depot of the Pakistan Railways by the purchaser or such officer as may be deputed by him the decision of the purchaser as regards quality or quantity of supply delivered shall be final and he shall be entitled to subject any or all of the supplies as unsuitable notwithstanding a quotation for a particular station the contractor's responsibility will not cease until delivery has been made by the purchaser at stores pura or elsewhere as will be ordered.</p> |
| Standards (GCC 7)              |      |  |
| 13.                            | 7.1  | The Sand shall be of good quality and gradation according to the specifications.   |



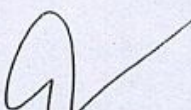
Bidder




Purchaser

WWW/CSF/SUK

| Packing / Stacking (GCC Clause 12)            |      |   |
|---|------|---|
| 14.   | 12.2 | <p><i>The following SCC shall supplement GCC Clause 12.2:</i></p> <p>a) The Crushed Stone Aggregate shall be supplied by road from the approved / indicated sources upto CSF/SUK and shall be stacked in the specified stacking area.</p> <p>b) Unless otherwise specified by the Engineer, the minimum size of Crushed Stone Aggregate stacks shall be 5000 cubic feet of material and a height of 4 feet. In the event of these instructions, not strictly followed, and the stacks of lesser dimensions being made by the contractor, a deduction of five percent shall be made on the measured quantity of such stacks.</p> <p>c) Stacking shall be done on even ground. Length and breadth of stacks shall preferably be in multiples of 5 or as instructed by WM of concerned Sleeper Factory.</p> <p>d) However, purchaser may require the supplier to supply the goods / Crushed Stone Aggregate directly upto star bins area near batching plant. In that case the measurement will be made in the trucks within factory premises as average of at least nine measurements jointly by representatives of WM &amp; the contractor. In such cases the usual shrinkage as per Pakistan Railway policy will be admissible to the contractor.</p> <p>e) Each nominal size of coarse aggregate and the fine aggregate shall be kept separated.</p> <p>f) Contamination of the aggregates by the ground or other foreign matter shall be effectively prevented during stacking.</p> <p>g) Each heap of aggregate shall be capable of draining freely.</p> <p>h) Storage shall be such as to prevent segregation.</p> <p>i) Stockpiles shall be on hard and clean surfaces with not more than 5% slope.</p> <p>j) The Contractor shall maintain the stockpiles of coarse aggregate in separate grading where applicable or as directed by the Engineer.</p> <p>k) Coarse and fine aggregates shall be delivered and stored separately at site. Aggregates shall not be stored on muddy ground or where they are likely to become dirty or contaminated.</p> <p>In addition, the contractor should have an authorized representative at site.</p> |
| <b>Delivery and Documents (GCC Clause 13)</b> |      |   |
| 15.   | 13.1 | <p><i>For Goods supplied from abroad:</i><br/><u>(Not Applicable)</u></p>   |

  
**Bidder**





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| 16.                              | 13.3        | <p><b>For Goods from within Pakistan:</b><br/> Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:</p> <ul style="list-style-type: none"> <li>(i) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) delivery note, railway receipt, or truck receipt;</li> <li>(iii) inspection certificate issued by the nominated inspection agency/official</li> </ul> <p>The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>  |
| <b>Insurance (GCC Clause 14)</b> |             |   |
| 17.                              | 14.1        | Not applicable  |
| <b>Warranty (GCC Clause 18)</b>  |             |   |
| 18.                              | 18.2        | <p>GCC Clause 18.2 – In partial modification of the provisions, the warranty period shall be assumed to be over once the work is completed satisfactorily as per report of the WM.</p> <p>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:</p> <p>(a) <u>Pay penalty for failure to meet contract obligations or liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.1 percent per day of undelivered materials/goods value maximum up to the sum equivalent to the amount of five percent of the contract value.</u></p> |
| 19.                              | 18.4 & 18.5 | <p><i>The period for correction of defects in the warranty period is: "Refer Technical Specifications"</i></p>  |
| <b>Payment (GCC Clause 19)</b>   |             |   |
| 20.                              | 19.1        | <p><i>The method and conditions of payment to the Supplier under this Contract shall be as follows:</i></p> <p><i>Payment for Goods and Services supplied from within Pakistan:</i></p> <p><i>Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</i></p> <p><u>100% payment of supplied quantity will be made to the supplier in Pak Currency through cheque by A.O/CSF, Lahore on submission of bill by WM/CSF/SUK alongwith Measurement Book and Sales Tax Invoice provided by the supplier.</u></p>   |



Bidder



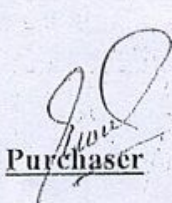
Purchaser

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| 21.             | 19.1 | <p><b>In addition:</b></p> <p>(i) Procurement shall be made only from the firms / bidders registered with Sales Tax Department, quoting Sales Tax No. and providing prescribed invoices showing amount of Sales Tax paid to the Sales Tax department.</p> <p>(ii) Suppliers are bound to provide the necessary papers like copies of Gate Passes and Form AR-I indicating the Sales Tax paid/to be paid to the Excise &amp; Taxation department for the quantity supplied to sleeper factory under the agreement. Without these documents, the supply will not be treated as completed and payment thereof will not be released.</p> <p>(iii) Suppliers are requested to furnish Sales Tax Invoices prepared in the name of respective W.M/CSF and send the original Sales Tax Invoices to W.M/CSF concerned, alongwith consignments/challans. Failure on the part of the suppliers will make them liable to pay the penalty/surcharge/additional surcharge levied by Sales Tax department and recoverable from their out-standing bills.</p> <p>(iv) Original Sales Tax Invoices duly counter signed by concerned WM/CSF may be sent to A.O/CSF, Lahore in case of failure to do so the payment of the firm will not be released till receipt of original Sales Tax Invoices to A.O/CSF, Lahore.</p> <p>(v) The Purchaser shall be entitled to retain the amount of any claim of the purchaser against the Contractor whether liquidated or unliquidated arising out of the Contract under reference or otherwise however and set off the same protanto against any amount payable to the Contractor under the Contract under reference or otherwise however without prejudice and in addition to the other rights of the purchaser to recover the amount of any such claim as aforesaid.</p> |
| 22.             | 19.3 | <p><i>Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be [insert: rate].</i></p> <p><u>No interest shall be paid on the late payments</u></p>  |
| Prices (GCC 20) |      |  |
| 23.             | 20.1 | <p><u>Not applicable</u></p> <p>In addition, the prices quoted by the contractor shall not in any case exceed the Government controlled prices, if any or the reasonable prices generally representative of the market rates for the items. If a deliberate attempt is made by a tenderer/contractor to charge exorbitant rates he shall be liable to disqualification.</p>  |



Buyer



Purchaser

WM/CSF/SUK

20.2

Following price adjustment will be allowed as per Standard Procedure for Price Adjustment (Second Edition), May-2022 issued by Pakistan Engineering Council, Islamabad on the monthly supplies as prescribed in this procedure. The formula will be as under;

$$P_n = 0.30 + 0.4 (M_n/M_o) + 0.3 (D_n/D_o)$$

Where,

"P<sub>n</sub>" is the price adjustment for the work carried out in the period "n".

"M<sub>o</sub>" is the base price of material (Crushed Stone Aggregate) at indicated source on 28 days before date of bid submission as available with Govt. of Pakistan or Pakistan Bureau of Statistics/ Govt. of Baluchistan

"M<sub>n</sub>" is the current date price of Material as declared by Govt. of Pakistan or Pakistan Bureau of Statistics/ Govt. of Baluchistan.

*Note: Relevant documents shall be obtained at the expense of supplier.*

"D<sub>o</sub>" is the base price of High Speed Diesel on 28 days before date of bid submission as available with Govt. of Pakistan or Pakistan Bureau of Statistics / Govt. of Baluchistan Rate list.

"D<sub>n</sub>" is the current date price of High Speed Diesel as declared by Govt. of Pakistan / Pakistan State Oil / Pakistan Bureau of Statistics.

If "P" is the amount payable (prior to adjustment) at the rates entered in the Price Schedule of the work carried out in the period "n" then, Adjusted amount payable to the contractor for the work carried out in the period "n" shall be equal to P<sub>n</sub>\*P.

The method & procedure for calculation of price adjustment shall be as prescribed in Standard Procedure and Formula for Price Adjustment (Second Edition), May-2022 issued by Pakistan Engineering Council, Islamabad.

#### Liquidated Damages (GCC Clause 26)

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25.1

#### Applicable rate:

If the contractor fails to complete the works within time prescribed in agreement or up to extended time, then the contractor shall pay to employer liquidated damages/charges for such default @ 0.1% per day on unsupplied quantity, maximum upto 5% of the value of in-complete portion of work. L.D charges will be applicable on goods not supplied as per monthly schedule. However, quantity in excess of the monthly schedule will be adjustable in the next month's quantity.

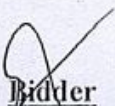
Provided that total L.D Charges shall not exceed 5% of the contract cost.

Bidder

Purchaser

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|     |      | <p><b>In addition:</b></p> <p>a. the employer reserves the right to extend the delivery period on written request of the contractor, keeping in view the genuineness of reasons explained by the contractor with the recommendations of concerned WM/CSF without or with 5% Liquidated Demurrage charges on un-supplied quantity/undone work.</p> <p>b. In case of breach of contract/non-compliance of agreement on the part of supplier, the same will be cancelled with forfeiture of 5% of un-supplied material/quantity.</p>  |
|     |      | <b>Termination for default (GCC Clause 27)</b>   |
| 25. | 27.1 | <p>i. The whole Contract is to be executed in the most approved and workmanlike manner to the entire satisfaction of the Purchaser or of the Inspecting Officer who personally and by any deputy, appointed on his behalf shall have power to reject any of the stores of which he may disapprove; and his decision thereon and on any question as to the true intent and meaning of the specification or drawings or of the work necessary for the proper completion of the Contract shall be final and conclusive.</p> <p>ii. The Contractor shall be solely responsible for the execution of the Contract in all respects in accordance with the Conditions of Contract notwithstanding any approvals which the Inspecting Officer may have given of materials or other parts of the work involved in the Contract or of tests carried out either by the Contractor or by the Inspecting Officer.</p> <p>iii. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the said stores, for infringement of any right protected by patent, registration of design or trade mark; provided always that in any event or any claim in respect of any alleged breach of a patent, registered design or trade mark being made against the Purchaser he shall notify the Contractor of the same and the Contractor shall be at liberty but at his own expense to conduct negotiation for settlement or any litigation that may arise therefrom.</p> |

  
Bidder

WM/CSF/2008

