Standard Bidding Document

No. 211-S-1541-TSO Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue (Goods)

National

Single Stage-One Envelope

November 26, 2026

TSO (CCP),TSO
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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **TSO (CCP)** has reserved Funds for the procurement planned for FY **2026-27**. The **TSO (CCP)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**No. 211-S-1541-TSO Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue**" with the reference of **"P217596"**

2. The **TSO (CCP)** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/217596** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Thursday, December 10, 2026 10:30 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Thursday, December 10, 2026 11:00 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is

available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rule 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-2 I of Invitation for Bids.

3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any

instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.2 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2. have controlling shareholders in common; or

3. receive or have received any direct or indirect subsidy from any of them; or

4. have the same legal representative for purposes of this Bid; or

5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.4 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;

2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or submission of false or misleading information or performance failure or involved in disrupting procurement process or due to breach of bid Securing Declaration.

3.5 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 **The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.**

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, 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.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 10.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

Section IX Integrity Pact

Section X Declaration of Beneficial Ownership Information.

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through EPADS v2.0 will be at the Bidder’s risk and may result in the rejection of its Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through EPADS v2.0**.**

8.2 The Procuring Agency will within two (02) working days after receiving the request for clarification, respond to any request for clarification through EPADS v2.0 provided that such request is received not later than three (03) days, prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 The Procuring Agency's response will be forwarded to all identified Prospective Bidders through EPADS v2.0, including a description of the inquiry,

but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9.**

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through EPADS v2.0.

9.2 The Procuring Agency shall promptly publish the addendum through EPADS v2.0.

Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through EPADS v2.0:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS**.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;

Documentary evidence established in accordance with **ITB 03** that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

Bid security or Bid Securing Declaration furnished in accordance with **ITB ---.**

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods

provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 Pursuant to **ITB 10,** the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bid

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding document. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bid Prices

15.1 The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 **All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.**

15.3 In the event that any item(s) in the Price Schedule are not quoted, and such omission is determined by the Procuring Agency not to materially affect the responsiveness of the Bid, the Procuring Agency may, for the sole purpose of bid evaluation and comparison, assign a price to the unquoted item(s) in accordance with the following methodology:

(a) The assigned price shall be the average of the prices quoted for the same item(s) by all substantially responsive bidders; or

(b) In cases where no comparable quotations are available, the Procuring Agency shall apply the corresponding item price from its duly approved cost estimate for evaluation purposes.

The prices so assigned shall be utilized exclusively for bid evaluation and comparison, and shall not, under any circumstances, be incorporated into or form part of the Contract Price.

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 13.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 42 (2) of the Public Procurement Rules, 2026.

17. Bids Validity Period

17.1 Such extensions may be more than one time but the total period of such extension shall not exceed the original bid validity period.

17.2 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids through EPADS v2.0,. The Bid Security provided under **ITB 17** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to **ITB 18.7.**

18.5 The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:

a) a bank guarantee, a bank draft, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency;

b) a cashier’s or certified cheque; or

c) another security if indicated in the BDS.

The Bid Security shall be valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.7** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the procuring agency pursuant to **ITB 17.** The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security documents, after whichever of the following that occurs earliest:

a. the expiry of the Bid Security;

b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;

c. the rejection by the Procuring Agency of all Bids;

d. cancellation of procurement proceedings.

e. the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bid document stipulates that no such withdrawal is permitted.

18.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

18.9 The Bid Security may be forfeited or the Bid Securing Declaration executed:

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 16.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition before bid submission deadline through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before bid submission deadline.

21.1 The Technical and Financial Bids, shall be submitted electronically through EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through EPADS v2.0 before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The respective Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The respective Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fails to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day at the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid respective Evaluation Committee.

23.6 No bid will be rejected at the time of bid openning except for bids whose original bid security has not been provided to the procuring agency before bid submission deadline.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the respective Bid Evaluation Committee may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 before **three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the bids which in any way affect the following parameters will be considered as a change in the substance of a Bid:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;
5. terms and conditions of Bidding documents.
6. change in the ranking of the Bidder

24.4 From the time of bid(s) opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the respective Bid Evaluation Committee will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;

2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;

3. is accompanied by the required securities; and

4. is substantially responsive to the requirements of the Bidding documents.

25.2 The respective Bid Evaluation Committee's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;

2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or

3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.4 If a Bid is not substantially responsive, it will be rejected by the respective Bid Evaluation Committee and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The respective Bid Evaluation Committee shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The respective Bid Evaluation Committee shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the respective Bid Evaluation Committee determines that the Bid is not substantially responsive in accordance with **ITB,** it shall reject the Bid.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

1. if there is a discrepancy between 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, unless in the opinion of the respective Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2 The amount stated in the Bid will be adjusted by the respective Bid Evaluation Committee in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency in accordance with Rule 42(2) of Public Procurement Rules,2026.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria prescribed in the Bidding Documents in accordance with Rule 11, 12 and 13 of the Public Procurement Rules, 2026.

29.2 While evaluating the bids, the procuring agency shall consider the following:

i. Bids will be evaluated on lump sum bid basis or items wise or Lot wise (contracts), as specified in the BDS; and the Bid Price;

ii. correction of arithmetic errors in accordance with ITB 27;

30. Domestic Preference

30.1 The respective Bid Evaluation Committee shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of the Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 **Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.**

31.2 **Least Cost Based Selection (LCBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

31.3 **Quality and Cost Based Selection (QCBS)**
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

31.4 **Quality Based Selection (QBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk

management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second highest bidder and so on.

31.5 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.6 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(xxviii) of the Public Procurement Rules, 2026.

32. Abnormally Low Financial Bids

32.1 An abnormally low bid is a bid that, in light of the Procuring Agency's cost estimate, market conditions, or other received bids, appears to be unrealistically low and may not be sustainable for successfull contract execution.

32.2 **Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.**

32.3 The Procuring Agency may reject an Abnormally low financial bid in accordance with Rule 43 of the Public Procurement Rules, 2026.

32.4 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bid price with the cost estimate;

2. Comparing the Bid price with the Bid(s) offered by other Bidders submitting substantially responsive Bids; and

3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.5 The respective Bid Evaluation Committee will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.6 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.7 Respective Bid Evaluation Committee may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.8 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the respective Bid Evaluation Committee will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Successful Bidder.

34. Negotiations

34.1 In accordance with Rule 52A of Public Procurement Rules, 2026, without changing the cost and scope of work or services, the procuring agency may

negotiate with the successful bidder (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.

There shall be no limitation on the successful bidder offering voluntary reduction in bid price without affecting the quality or scope of the procurement.

35. Procuring Agency's Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 45 of the Public Procurement Rules, 2026.

36. Cancellation of Procurement

36.1 The procuring agency reserves the right to cancel the procurement proceedings in accordance with Rule 46 of the Public Procurement Rules, 2026.

37. Procuring Agency’s Right to Vary Quantities at the Time of Award

37.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

38. Notification of Award

38.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on EPADS v2.0 in accordance with Rule 48 of the Public Procurement Rules, 2026.

The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

38.2 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

39. Signing of Contract

39.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

39.2 Immediately after the Redressal of grievance by the GRC (if any), and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

40. Corrupt & Fraudulent Practices

40.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.

F. Grievance Redressal & Complaint Review Mechanism

41. Constitution of Grievance Redressal Committee

41.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 65 of the Public Procurement Rules, 2026 read with Redressal of Grievances Regulations, 2021.

In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 65(7) of the Public Procurement Rules, 2026 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

42. Mechanism of Blacklisting

42.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Rule 25 of the Public Procurement Rules, 2026.

42.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 25 (6) of the Public Procurement Rules, 2026 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

43. Contract Management

43.1 For each procurement, the Procuring Agency shall designate a Contract Manager, who shall be duly responsible for the efficient management and administration of the contract in strict compliance with the provisions set forth under Rules 58, 59, and 60 of the Public Procurement Rules, 2026.

44. Inspection of goods and evaluation of services.

44.1 The Inspection Committee or the Firm shall have the right to conduct inspections of the goods in accordance with Rule 61 of the Public Procurement Rules, 2026.

45. Socio-economic development.

45.1 In accordance with Rule 63 of the Public Procurement Rules, 2026, preference may be granted to small and medium enterprises and marginalized groups in accordance with the policies notified by the Federal Government.

46. Environmental objectives

46.1 As per Rule 64 of the Public Procurement Rules, 2026, the procuring agency may seek to procure goods with a reduced environmental impact throughout their life cycle when compared to goods services with the same primary function that may otherwise be procured.

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **TSO (CCP)**

The subject of procurement is: **No. 211-S-1541-TSO Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue**

Period for Provision of Goods:

Extension Period (if applicable):

Expected commencement date: **Monday, January 25, 2027**

BDS Clause Number 2
ITB Number 2.1

Source of funds [Enter source of funds]

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P217596**

Identification Number:

BDS Clause Number 3
ITB Clause Number 3.1

Eligible Bidder [Enter eligibility of bidder]

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Clause Number 4.1

Eligible goods and related services [Enter requirements for eligible goods and related services, if any]

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Monday, December 7, 2026

ITB Number 8.2

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Monday, December 7, 2026

ITB Number 8.3

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Monday, December 7, 2026

ITB Number 8.5

Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the time, and date of the pre-Bid meeting:
[The meeting should take place not later than one weeks before the deadline for Bid submission.]

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid: No

BDS Clause Number 6
ITB Number 11.1

Documents required / not required with bid submission [enter list of documents] Samples required / not required with the bid [Enter the names and number of samples]

Items/Lots and their related documents:

See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 10
ITB Number 17.1

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security shall be in the Name of : **CCP**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee**

ITB Number 18.2

The address for submission of original bid security is [Insert the address for bid security submission]

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Track Supply Office Pakistan Railways, 1-Ceremonial Road, near Railway station, Lahore before bid submission deadline.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Thursday, December 10, 2026 10:30 AM**

Day *:* ***Thursday***

Date: ***Thursday, December 10, 2026***

Time *:* ***11:00 AM***

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Thursday***

Date: ***Thursday, December 10, 2026***

Time *:* ***11:00 AM***

ITB Number 29.2

The procuring agency shall consider the following:
lump sum bid basis; or
items wise; or
Lot wise (contracts),

ITB Number 30.1

BDS Clause Number 14
ITB Number 31.1

Domestic Preference [applicable / not applicable]

ITB Number 31.2

Selection technique adopted will be:
The Procuring Agency shall use any of the following evaluation techniques for determination of successful bid.

Least Cost Base Selection (LCBS)
Quality and Cost Based Selection (QCBS)
Quality Based Selection (QBS)
[Insert the Evaluation Technique]

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

Grievence against this procurement shall be submitted online on EPADS v2.0.

Arbitrator shall be appointed by mutual consent of the both parties.

ITB Number 42.2

The Address of PPRA Grievance Redressal Appellate Committee to submit a copy of grievance:

Grievance Redressal Appellate Committee,
Public Procurement Regulatory Authority
1st Floor, G-5/2, Islamabad, Pakistan
Tel: +92-51-9202254

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
FBR (NTN)
FBR (GSTN)

Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	150
Passing Marks	**150**
Technical Evaluation Criteria	
Has the bidder attached bid security (in original) with the “TECHNICAL & FINANCIAL PROPOSAL” (correct in all respects) as stipulated in this tender? (Quantitative)	10
Has the bidder confirmed Railway Specifications / Requirements/ Descriptions as stipulated in this tender? (Quantitative) (Doc Required)	10
Is the bid validity is in accordance with General Terms and Conditions i.e One Hundred Twenty (120) days from the date of opening of tender? (i.e from the date of opening of technical proposal)? (Quantitative)(Doc Required)	10
Has the bidder confirmed delivery period / schedule and delivery terms as stipulated in this tender? (Quantitative)(Doc Required)	10

Has the bidder confirmed place of delivery as stipulated in this tender? (Quantitative)	10
Is the offer un-conditional? (Quantitative)	10
Has the bidder indicated its Sales Tax Registration Number and National Tax Number? (Quantitative)(Doc Required)	10
Is the bidder on Active Tax Payer List (ATL) of FBR? (Quantitative)(Doc Required)	10
Is the bid on prescribed tender forms duly Computer/ Machine typed and free from overwriting, erasing and correction? (Quantitative)	10
Has the bidder numbered all the documents including the bid, technical literature, drawings, or any other documents, with a reference in the signed Index placed on the top of bid? (Quantitative)	10
Is every Page of the bid including bidding documents is signed and stamped? (Quantitative)	10
Has the bidder quoted for full tendered quantity for the lot? (Quantitative)	10
Has the bidder confirmed General/Mandatory/Special Terms & Conditions of the tender. (Quantitative)	10
Is the bid computer typed in accordance with instruction contained in the tender? (Quantitative)	10
Does the bid contain complete bidding documents (prescribed) i.e having all the pages of prescribed/ duly approved bidding documents and which are duly filled, signed and stamped (Literature, Annexure, Letters etc attached with the prescribed document must be duly stamped and signed by the bidder(s) (Quantitative)	10

Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Warranty
9 x10 x 6	Railway sleepers	**Address:** Wazirabad **Schedule:** 180 Days **Quantity:** 26250/cft	26250/cft	1877663 PKR	12 Months
9 x 12 x 6	Railway sleepers	**Address:** Wazirabad **Schedule:** 180 Days **Quantity:** 5625/cft	5625/cft	424969 PKR	12 Months
14 x 12 x 6	Railway sleepers	**Address:** Wazirabad **Schedule:** 180 Days **Quantity:** 8750/cft	8750/cft	751625 PKR	12 Months
15 x 12x 6	Railway sleepers	**Address:** Wazirabad **Schedule:** 180 days **Quantity:** 9375/cft	9375/cft	825000 PKR	12 Months
16 x 12 x 6	Railway sleepers	**Address:** Wazirabad **Schedule:** 180 Days **Quantity:** 10000/cft	10000/cft	859000 PKR	12 Months

Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: 9 x10 x 6

UNSPSC: Railway sleepers

Specifications / Requirementsss:

As per railways specifications

Item: 9 x 12 x 6

UNSPSC: Railway sleepers

Specifications / Requirementsss:

As per railways specifications

Item: 14 x 12 x 6

UNSPSC: Railway sleepers

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Specifications / Requirementsss:

As per railways specifications

Item: 15 x 12x 6

UNSPSC: Railway sleepers

Specifications / Requirementsss:

As per railways specifications

Item: 16 x 12 x 6

UNSPSC: Railway sleepers

Specifications / Requirementsss:

As per railways specifications

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Items

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

a. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

b. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 35 hereunder.

c. “Authority” means Public Procurement Regulatory Authority.

d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.

e. “Completion date” means the date of completion of the Contract by the Bidder as certified by the Procuring Agency.

f. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

g. “The Contract” means an agreement enforceable by law;

h. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;

i. “Ancillary Services” means those services ancillary to the provision of 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 Bidder covered under the Contract;

j. “GCC” means the General Conditions of Contract contained in this section;

k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

l. **“**Day” means calendar day unless indicated otherwise.

m. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.

n. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

o. “Effective Date” means the date on which this Contract comes into force and effect.

p. “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

q. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

r. “The Project Site,” where applicable, means the place or places named in Bids Data Sheet and technical Specifications;

s. “Government” means the Government of Pakistan;

t. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

u. The “Services” means the work to be performed by the Bidder pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Bidder’s Bids;

v. “Party” means the Procuring Agency or the Bidder, as the case may be, and “Parties” means both of them;

w. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

x. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

y. “In Writing” means communicated in written form with proof of receipt;

z. “Local Currency” means the currency of Pakistan;

a. “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

b. “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.

c. “Procuring Agency” means: -
any Ministry, Division, Department or any Office of the Federal Government;
any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Notices

5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

6. Standard

6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.

7. Delivery/Location

7.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

8. Authorized Representatives / Authority of Member in charge

8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

8. Effectiveness of Contract

8.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

9. Commencement of the Contract

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

10. Program

10.1 Before commencement of the Contract, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

11. Starting Date/Expiration Date

11.1 The Bidder shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

11.2 Unless terminated earlier pursuant to Clause **GCC 16** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

13. Modification

13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

14.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, such period shall not exceed sixty (60) days.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

15. Termination

15.1 By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;

d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.

b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.

d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

b. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing

that such insurance has been taken out and maintained and that the current premiums have been paid.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

21. Reporting Obligations

21.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 16.**

22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form acceptable to the Procuring Agency as specified in SCC, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.

23.2 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

23.3 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.4 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.

23.5 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

23.6 The bid security of the successful bidder shall not be substituted with the Performance Guarantee.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

27. Removal and/or Replacement of Personnel

27.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

27.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

32.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder.

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder’s performance and notify him of any Defects that are found. Such checking shall not affect the Bidder’s responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 Upon the commencement of the Procurement Contract, any disputes arising between the contracting parties shall be resolved in accordance with Rule 66 of the Public Procurement Rules, 2026.

37.2 The procuring agency may refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

38. Change Orders

The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

a)Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
b)The method of shipment or packing;
c)The place of delivery; and/or
d)The Services to be provided by the Supplier.

39. Contract Amendenments

39.1 Subject to GCC Clause 32, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

40. Sub-Contracts

40.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: **TSO (CCP), TSO Track Supply Office Pakistan Railways, 1-Ceremonial Road, near Railway station, Lahore**

The Supplier is:

The title of the subject procurement is: **No. 211-S-1541-TSO Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue**

Number of GC Clause 3

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 5

Notices:

The addresses for the notices are:

The Authority:

TSO (CCP), TSO
Track Supply Office Pakistan Railways, 1-Ceremonial Road, near Railway station, Lahore
+92-335-307-9012
tsoprhq@gmail.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

TSO (CCP), TSO
Track Supply Office Pakistan Railways, 1-Ceremonial Road, near Railway station, Lahore
+92-335-307-9012
tsoprhq@gmail.com

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17**.**

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.50%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the

Authority.

Number of GC Clause 23

Performance Guarantee:

Instrument of Performance Guarantee shall be in the Name of : **CCP**

The amount of performance guarantee shall be **5.00%** of the contract price in acceptable form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee**

Number of GC Clause 32

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 33

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 34

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

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;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 37

Following is the guidance for Dispute Resolution

(a) For Contracts to be entered with foreign Contractor/ Service Provider:

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

(b) For Contracts to be entered with nationals of Pakistan:

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration in accordance with GCC clause 38.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P217596***

Alternative No.: **[insert identification No if this is a Bid for an alternative]**

To: **TSO (CCP), TSO Track Supply Office Pakistan Railways, 1-Ceremonial Road, near Railway station, Lahore**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of
[insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the Bid for and on behalf of: [insert complete name of Bidder]

Dated on day of , [insert date of signing]
Corporate Seal (where appropriate)

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **TSO (CCP), TSO Track Supply Office Pakistan Railways, 1-Ceremonial Road, near Railway station, Lahore**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **No. 211-S-1541-TSO Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue (*P217596*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

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:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

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

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

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

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **TSO (CCP), TSO Track Supply Office Pakistan Railways, 1-Ceremonial Road, near Railway station, Lahore**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Speicifications

Information (Read-Only)

See Form Under Additional Forms and Documents: **Speicifications** (page number: 72)

Financial proposal

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial proposal** (page number: 75)

Tender conditions

Information (Read-Only)

See Form Under Additional Forms and Documents: **Tender conditions** (page number: 78)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

SPECIFICATIONS FOR SPECIAL SIZE DEODAR SLEEPERS, CROSSING AND BRIDGE TIMBERS.

The sleepers shall be sawn from sound logs. They shall be straight with Faces Square to one another. The list of permissible defects is given in the statement at Annexure-A

For definition and clarifications of various defects specifications for Hard Wood Sleepers-1983 may be consulted.

PERMISSIBLE DEFECTS. **Annexure-A.**

Sr. No.	Type of defect	Specials	Remarks.
1	2	3	4
1.	Center-Heart (Sound & tight)	a. Sleepers of 5″ thickness clamped center-heart on one or both end faces within 2″ of broad face. b. Sleeper of 6″ and over thickness clamped center hear-anywhere whether on one or both end faces.	The center heart shall be small, sound and tight. Sleepers offered for inspection should not be freshly sawn, sufficient time must elapse for the center heart to show-up.
2.	Heart-Wandering	Heart line appearing only on the narrow face, but not away from the heart-side by more than 1″.	Sleeper with winding or wandering heart line not visible throughout its course or appearing in both the broad face or appearing at the rail seat region shall be rejected.
3.	Insert attack.	One number per every square foot of peripheral area none exceeding ½″ dia meter.	None should fall on the spike line. No holes made by short hole borer, irrespective of number shall be considered as defect.
4.	Knots (a) Sound	Any number anywhere not exceeding 2″ dia meter.	Diameter of knots is measured along their minor axis. Knots should not be so clustered as to make the sleeper liable to break. No knot should fail on the spike line.
	Knot (b) Loose hollow, decayed or unsound	Not allowed.	-
5.	Out of shape		
	a. Crook or spring.	Upto ¼″ per feet length	-
	b. Cup.	Upto ½″	-
	c. Warp	Upto 1/8″ per foot length but not exceeding 2″ for length of 16′ & above.	-
	d. Twist	Permitted, provided that ¼″ adzing can remove it.	-

6.	Sapwood	1) Bridge sleepers under the rail seat upto 25% of any surface dimension & elsewhere up to 33.3%. 2) Points & crossing sleepers. For a distance of 12″ from either end may be permitted upto 50%. Elsewhere should not exceed 33.3% of any surface dimension.	1) Sapwood may be permitted in addition in an over-size sleeper to the extent of the excess in size (i.e. plus usual tolerances). 2) When wane occurs in a sleeper the sum total of the actual measured wane and sap wood should not exceed the tolerance of the sapwood.
7.	Separation of fibers. a) Cracks. b) Splits on the broad and narrow faces and clamped in the end face. i) Heart split ii) Other splits c) Shakes	 i) Along the grain length upto 30″ and depth upto 1″ on broad and narrow faces. ii) Across the grain, any length depth upto ¼″. The sleeper should ring true when struck with a band hammer. Heart split line lying anywhere on the heart side broad face and not exceeding ½″ depth. Heart split line with its points of depth lying beyond 1-1/2″ from either edge; and in case heart split line touches one edge but beyond 3″ from the other edge, max: depth of 2-1/2″ is allowed. Length upto 1″ per foot length of sleeper and gap upto 1/8″. i) Any number of cup shakes not exceeding 3″ in length of the arc and not within 2″ of any edge, provided not more than one appears in the same growth ring. ii) Cup shakes which are not visible in the end face but appear as parallel cracks on the broad face (hear-side) provided that they are not more than ½″ in depth and do not fall within 12″ in the end of the sleeper. iii) Clamped heart-radial and star shakes are permitted in any number.	 Crack along the grain shall not fall on the spike line. All type of cracks shakes and splits should be such that they do not fall and are not likely to extend in the near future towards the spike lines. All heart, radial and star shakes shall be clamped

8.	**Size tolerances.** a) Oversize b) undersize	Upto 5% in length, width and thickness. Upto 1-1/4% in length and 2-1/2 % in both width and thickness. (The number of under size sleeper shall not exceed 10% of the total supply).	In calculating the volume for purpose of payment both over-measure and under-measure shall be ignored. No under size sleeper shall be out of shape. The under size is not permissible in both the width and thickness of the same sleeper.
9.	**Wane**	i) Bridge sleepers under rail seat upto 12-1/2% of any surface dimension and elsewhere upto 15%. ii) Points & Crossings sleepers for a distance of 12″ from either end upto 25% of any surface dimension elsewhere upto 15%.	Where wane occurs in a sleeper the sum total of the actual measured of wane and sapwood should not exceed the tolerance for sapwood.
10.	**Decay**	If the decay can be chiseled down to sound wood within. i) 1/3″ at the region of the rail seat. ii) 2/3″ elsewhere	Suppliers will be present sleepers for inspection after chiseling off the decay down to the sound wood. Mould or sap stain is acceptable because it is not caused by wood destroying fungi.
11.	**Perpendicular grain.**	Sleeper with perpendicular grain on one or both end faces and not containing the centre heart, should be rejected.	
12.	**Quartered Sleeper.**	When the heart-line is visible either on the narrow face or on the broad face of sleepers of more than 10″ x7″ cross section only.	This defect is not permitted in sleepers of less than 10″x7″ cross section.
13.	**Ruptured end.**	Sleepers with ruptured ends shall not be accepted.	
14.	**Twisted grain**	Measured by standard templates the slope of grain being continuous through out the length of the sleepers: - On broad face upto 1 in 15. - On narrow face upto 1in 30.	
NOTE: In case of soft and hard wood Bridge and Points & Crossing timbers, permissible defects, as given in Annexure-'A' shall apply instead of those given under column No. 3 & 4 of the table given in chapter-IV, on pages 8&9 of hard wood sleepers specifications for Hard Wood Special Size Sleepers for Bridge, Points & Crossings 1983.			

Price Schedule: Goods Manufactured in Pakistan

Purchaser's Country	(Group A and B Bids) Currencies in accordance with ITB 15	Date:____ RFB No: Alternative No: _____ Page NO _____of							
1	2	3	4	5	6	7	8	9	10
Line Item NO	**Description of Goods**	**Delivery Date as defined by Incoterms**	**Quantity and physical unit**	**Unit price EXW**	**Total EXW price per line item (Col. 4x5)**	**Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination**	**Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5**	**Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 15.7**	**Total Price per line item (Col. 6+7)**
	As per Schedule of Requirements At Page No. 12		As per Schedule of Requirements At Page No. 12	[insert EXW	[insert total EXW price per line item]	[insert the corresponding price per line item]	[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
Lot # 1									
Lot # 2									
Lot # 3									
Lot # 4									
Lot # 5									
								Total Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

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Price Schedule: Goods Manufactured Outside Pakistan, to be Imported

(Group C Bids, goods to be imported) No: _____ Date: _____

Currencies in accordance with ITB 16 Alternative No: _____

Page N← _____ of _____

1	2	3	4	5	6	7	8	9
Line Item N←	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price APPLICABLE INCOTERM *[insert place of destination]* in accordance with ITB	Price per line item including APPLICABLE INCOTERM (Col. 5x6)	Price per line item for inland transportation and other services required in the Pakistan to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	As per Schedule of Requirements At Page No. 12	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	As per Schedule of Requirements At Page No. 12	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*
Lot # 1								
Lot # 2								
Lot # 3								
Lot # 4								
Lot # 5								
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

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Price Schedule: Goods Manufactured Outside Pakistan, already imported*

Date:_____
RFB No: _____
Alternative No: _____

(Group C Bids, Goods already imported)

Currencies in accordance with ITB 16

Page N←_____of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N←	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 15.7(a)(ii)	Custom Duties and Import Taxes paid per unit in accordance with ITB 15.7(a)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 15.7	Price per line item net of Custom Duties and Import Taxes paid	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 15.7	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.7	Total Price per line item (Col. 9+10)
[insert number of the item]	As per Schedule of Requirements At Page No. 12	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	As per Schedule of Requirements	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
Lot # 1											
Lot # 2											
Lot # 3											
Lot # 4											
Lot # 5											
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

** [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

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PAKISTAN RAILWAYS

OFFICE OF
THE CHIEF CONTROLLER OF PURCHASE
PAKISTAN RAILWAYS, HQ OFFICE
EMPRESS ROAD, LAHORE.

BID DOCUMENTS
No. 211-S-1541-TSO

Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue-DAP Basis

National Standard Bidding Documents for Procurement of General Goods

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

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Standard Bidding Documents for Procurement of General Goods

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

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I- Invitation to Bids

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

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

Section III- Bid Data Sheet (BDS)

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

Section IV- Eligible Countries is downloadable on PPRA Website.

This Section contains information regarding eligible countries.

Section V- Technical Specifications, Schedule of Requirements

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

Section VI- Standard Forms

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

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII- General Conditions of Contract (GCC) is downloadable on P.Railway website

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

Section VIII- Special Conditions of Contract (SCC)

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

Section IX- Contract Forms

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

Integrity Pact

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

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PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

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PAKISTAN RAILWAYS

Office of the Chief Controller of Purchase,
Pakistan Railways, Headquarters Office, Lahore,

For Tender No. **211-S-1541-TSO**

Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue-DAP Basis

Invitation to Bids

Date: 10-12-2026

This Invitation to Bids follows the Procurement Notice (PN) or Procurement Advertisement (PA) No. _____ of for the subject Procurement which appeared in [Web / Newspaper] vide dated _____, 2026.

The Procuring Agency has reserved the funds for the procurement planned during the financial year [2026-27]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the ***Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue-DAP Basis***

The [Chief Controller of Purchase] now invites sealed bids from eligible Suppliers of Procurement of Material for TSO. The bidding shall be conducted in line with the [***Single Stage Single Envelope***] procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.

All bids must be accompanied by a Bid Security [as per Bid Data Sheet] in an acceptable form in the amount of [as mentioned against each item in BDS] or freely convertible currencies in case of foreign Bidders.

The bid properly filled in shall be uploaded on EPADS and original bid security must be delivered to the tender box [DCP-I, CCP office Pakistan Railways Headquarter Office, Lahore]. The bids (or technical part of the bids as the case may be) will be opened promptly thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the [Visitor Room of CCP Office].

Chief Controller of Purchase
Office Pakistan Railways Headquarter Office Lahore.

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SECTION III: BID DATA SHEET

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Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
1.	1.1	Name of Procuring Agency: [Chief Controller of Purchase, Pakistan Railways Headquarters Office, Lahore]. The subject for ***Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue-DAP Basis*** DAP (Delivery at place) Free Delivery at Haripur Band Depot, Pakistan Railways, Wazirabad. Period for delivery of **Twelve (12) Months** after signing the contract agreement.
2	2.1 & 2.2	Financial year for the operations of the Procuring Agency: [2026-27] Name of Project: ***"Revenue"*** Name of financing institution: [Ministry of Railways] Name and identification number of the Contract: Tender No. **211-S-1541-TSO** for ***Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue-DAP Basis***
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: [JVs are not allowed]
		B. Bidding Documents
4.	7.2	The number of documents to be completed and returned as one original set of tender documents and all supporting and requisite documents be uploaded on EPADS
5.	8.1	The address for clarification of Bidding Documents is [Office of Chief Controller of Purchase, Pakistan Railways Headquarter, Lahore]
5-A	8.2	Any clarification received in time less than seven (07) days in Bid submission time, will not be entertained.
		C. Preparation of Bids
		Eligible Bidders
6.	-	i. This Invitation for Bids is open all bidders meeting the following requirement. ii. Bidder is on FBR's Active Tax Payers List iii. Bidders not blacklisted by any Govt./Semi Govt. Department
		Numbers of Copies of The Bid to be Completed and Returned
7.	-	Complete Bid is required to be submitted Through EPADS and submission of any documents in tender box as mentioned in bidding documents.
	-	The bidders are advised to incorporate impact of any probable variation in taxes/duties during the course of contract in the offered bid price. Bid price would not subject to any change or modification due to any subsequent changes in the taxes, duties or other levies and no price adjustment would be acceptable.
		Currencies of Bid and Payment
8.	-	Bidders to quote entirely in Pak: Rupees
9.	-	Bidders must sign all pages of tender conditions/Specifications in token of their acceptance.
10.	-	The purchaser may reject the bid if it founds the bid to be unbalanced in relations to the purchaser estimate of the cost of goods to be delivered under the contract.
11.	10.1	The Language of all correspondences and documents related to the Bid is: [English]
12.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: **NOT APPLICABLE**
13.	11.2 (b)	Characteristics must be as per specifications. Must fulfill Pakistan Railways requirements in all aspects.
14.	11.1 (h)	In addition to the documents stated in ITB 11, the following documents must be included with the Bid [CNIC, GST, NTN registration certificate, ATL certificate, L/P status (if required)

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15.	15.9	The price shall be fixed during the course of contract.
16.	16.1 (a)	For goods and related services originating in Pakistan the currency of the Bid shall be Pakistani Rupees; For goods and related services originating outside Pakistan, the Bidder shall express its Bid in Pakistani Rupees when delivered on FOR basis at Haripur Bund Depot (Wazirabad).
17.	17.1	The Bid Validity period shall be **[120] days**.
18.	18.1	The amount of Bid Security shall be fixed amount as shown against each LOT as per schedule of requirement. The currency of the Bid Security shall be: PKR.
19.	18.3	The Bid Security shall be in the form of Pay Order, Call Deposit Receipt, Bank Guarantee, Banker's Cheque and Demand Draft from a schedule bank of Pakistan: in the favor of **Chief Controller of Purchase**, Pakistan Railways, Headquarters Office, Lahore
20.	19.1	Alternative Bids to the requirements of the Bidding Documents NOT permitted
21.	21.1	Any documents of the bid required to submit in tender box, is mentioned in bidding documents.

D. Submission of Bids

22.	22.2 (a)	Bid shall be uploaded on Epads and original bid security shall be submitted [In the Tender Box, office of District Controller of Purchase, Pakistan Railways, Headquarters Office, Lahore.] Street address: [Abdul Hameed Bin Badees Road] Building/Plot No. [Railway Headquarters] City/Town: [Lahore]
23.	22.2 (b)	Title of the subject Procurement or Project name: ITB title and No: **211-S-1541-TSO** for ***Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue-DAP Basis***
24.	23.1	Closing Date/time for Bid submission is Day: Date: 10.12.2026 Time: 10:30 Hrs

E. Opening and Evaluation of Bids

25.	26.1	The Bid opening shall take place at: [Visitor's Room of Chief Controller of Purchase, Pakistan Railways] Street address: [Abdul Hameed Bin Badees Road] Building/Plot No.: [Pakistan Railways, Headquarters Office] Floor/Room No: [Visitor's Room] City/Town: [Lahore] Country: [Pakistan] Day: Date: 10.12.2026 Time: 11:00 Hrs
26.	35	**Evaluation Techniques** **Least Cost Based Selection (LCBS)** After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold [as indicated in specification section 5 & SCC], and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
	Mandatory Requirements For Responsiveness	

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		Following are the mandatory requirements that the bidder has to meet in order to be technically qualified. In case of failure to fulfill the mandatory requirements, the Bid shall be declared disqualified: i. The relevant parameters/specifications and terms of delivery of the tendered material should be confirmed. Bidders shall sign all pages of Tender Conditions/Specification in token of acceptance/conformity. The signatures of Bidders on all pages of Tender documents will be considered as acceptance to all terms and conditions of tender. ii. The bidders must confirm that they have read the specifications/requirements/description of the goods/service floated/mentioned in the tender and after having understood them fully and undertake, as under, by signing this page; a. To supply goods/services as per Railway Specifications/Requirements/Description of this tender b. That goods will be brand new (1st hand) and free of defects iii. Offer should be unconditional. iv. Blank/Unfilled or unsigned bids are liable to be ignored. v. The bidders are required to quote the rate against any lot on the basis of Free Delivery at Haripur Band Depot, Pakistan Railways, Wazirabad. vi. One bidder can quote only one species of wood against any lot. vii. Bidders are required to quote full quantity of tendered goods against any lot. viii. Tender will be decided on individual lot wise basis. ix. Bidder/manufacturer must not be blacklisted by any public sector entity (Govt. / Semi Govt). Wrong information in this respect will render the bidder liable to be responsible for any legal consequences subsequently. x. Bids Security of Prescribed amount and format should be attached with the Bids (uploading on Epads + submission of original bid security in the tender box within submission time.) xi. The documents required to determine the eligibility of Bids/ Bidders should be attached.
Undertaking by the Bidder		
27.	-	. I/We further agree to comply with all orders placed on me/us by the Pakistan Railways after written notice of acceptance of my/our Tender has been posted to me/us and the order so placed shall be governed by all terms & conditions of contract. . I/We accept to abide by all the Tender Conditions enclosed with this Tender.
28.	33.4 (h)	Other specific criteria are [as per SCC condition if specified]
29.	33.5 (a)	[for DAP basis] Free Delivery at Haripur Band Depot, Pakistan Railways, Wazirabad
30.	33.5 (b)	Delivery schedule. [100% quantity of lot of Wooden sleeper, Crossing Timbers would have to be supplied by the supplier within **Twelve (12) Months** from date of Agreement. At least half of total quantity shall be supplied within **Eight (08) Months]**
31.	33.5 (c) (ii)	Deviation in payment schedule [NOT applicable]. Annual interest rate [Zero percent]
32.	33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. [NOT applicable]
33.	34.1	a) Domestic preference to apply as per Federal Government Policy. [NOT applicable]
F. Award of Contract		
34.	40.1	Percentage for quantity increase upto 15% and decrease upto 5%.
35.	-	The bidder must fulfill the checklist for evaluation purpose attached at page 27.
36.	43.1	The Performance Security (or guarantee) shall be **5 %** of contract amount.
37.	43.2	The Performance Security (or guarantee) shall be in the form of: Pay Order, Demand Draft, CDR, B.G Bond and Banker's Cheque in the favour of **Chief Controller of Purchase**, Pakistan Railways, Headquarters Office. Performance security should be valid for a period one month beyond completion period of contract.

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38.	44.1	The Advance Payment if essential shall be limited to [Not Applicable]
39.	44.2	Maximum amount of Advance payment shall be [Not Applicable]
40.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

41.	49.1	The address of the Procuring Agency: Chief Controller of Purchase, Pakistan Railways, Headquarters Office, Abdul Hameed Bin Badees Road, Lahore.
		The Address of PPRA to submit a copy of grievance: **Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan** **Tel: +92-51-9202254**

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SECTION V
SCHEDULE OF REQUIREMENTS

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Schedule of Requirements

Item No.	Stock Code No.	Description of Goods	Size	*Qty		Unit	Delivery Terms	Delivery Period / Schedule	Bid Security	Performance Bond	Country of Origin	Here Enter the kind of wood Specie Note: Specie offered must conform to the Specification / Particulars given in Column-3
				5								
1	2	3		In No's	In CFT's	6	7	8	9	10	11	12
Wooden Sleeper		**Deodar (Cedrus Deodara) having minimum 20 years service life**					Free Delivery at Haripurband Depot Pakistan Railway Wazirabad	**100%** quantity of Wooden sleeper, Crossing Timbers would have to be supplied by the supplier within **Twelve (12) Months** from date of Agreement. At least half of total quantity shall be supplied within **Eight (08) Months**				
Lot # 1	**312 10020**		9'x10"x6"	7000	26250	Cft			1,900,000			
Crossing Timbers												
Lot # 2	**312 22250**		9'x12"x6"	1250	5625.000	Cft			450,000			
Lot # 3	**312 22090**		14'x12"x6"	1250	8750.000	Cft			752,000			
Lot # 4	**312 22050**		15'x12"x6"	1250	9375.000	Cft			830,000			
Lot # 5	**312 22010**		16'x12"x6"	1250	10000.000	Cft			860,000			

NOTE: i. Tender will be decided on individual lot wise basis. Bidders are required to quote full quantity against any lot or all lots offered as above.

ii. All rates should be quoted inclusive of all Government Taxes/Duties which shall be firm and final and not subject to any variation, even if there is increase/decrease in Government Taxes/Duties, no increase/decrease in rates shall be permissible.

Name and signature of bidder_____

Stamp & date_____

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SECTION VI: STANDARD FORMS

STANDARD FORMS FOR (Single Stage Single Envelope Procedure)

Table of Forms

Letter of Bid – Technical Proposal Letter of Bid - Financial Proposal Bidder		**(Mandatory: Download, fill and submit with bid)**
Information Form		**(Mandatory: Download, fill and submit with bid)**
Bidder's JV Members Information Form		**(Mandatory: Download, fill and submit with bid)**
Schedule:	Goods Manufactured in Pakistan	**Given Bellow the Table at Page No.12**
Form of Bid Security (Bid Bond) Form of Bid-Securing Declaration		**(Mandatory: Download, fill and submit with bid)**
Manufacturer Authorization		**(Mandatory: Download, fill and submit with bid) (Not applicable)**
Copy of Purchase Order DAP (sample)		**Download, fill and submit with bid)**
Pakistan Railway website (LINK: pakrail.gov.pk or ppra.org.pk)		

Price Schedule Form

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

Price Schedule: Goods Manufactured in Pakistan

Purchaser's Country	(Group A and B Bids) Currencies in accordance with ITB 15	Date:____ RFB No: Alternative No: _____ Page NO _____of

1	2	3	4	5	6	7	8	9	10
Line Item NO	**Description of Goods**	**Delivery Date as defined by Incoterms**	**Quantity and physical unit**	**Unit price EX W**	**Total EXW price per line item (Col. 4x5)**	**Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination**	**Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5**	**Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 15.7**	**Total Price per line item (Col. 6+7)**
	As per Schedule of Requirements At Page No. 12		As per Schedule of Requirements At Page No. 12	[insert EX W	[insert total EXW price per line item]	[insert the corresponding price per line item]	[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
Lot # 1									
Lot # 2									
Lot # 3									
Lot # 4									
Lot # 5									
								Total Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

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Price Schedule: Goods Manufactured Outside Pakistan, to be Imported

(Group C Bids, goods to be imported) No: _____

Date: _____

Currencies in accordance with ITB 16

Alternative No: _____

Page N← _____ of _____

1	2	3	4	5	6	7	8	9
Line Item N←	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price APPLICABLE INCOTERM *[insert place of destination]* in accordance with ITB	Price per line item including APPLICABLE INCOTERM (Col. 5x6)	Price per line item for inland transportation and other services required in the Pakistan to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	As per Schedule of Requirements At Page No. 12	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	As per Schedule of Requirements At Page No. 12	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*
Lot # 1								
Lot # 2								
Lot # 3								
Lot # 4								
Lot # 5								
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

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Price Schedule: Goods Manufactured Outside Pakistan, already imported*

Date:_____
RFB No: _____
Alternative No: _____

(Group C Bids, Goods already imported)

Currencies in accordance with ITB 16

Page N←_____of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N←	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 15.7(a)(ii)	Custom Duties and Import Taxes paid per unit in accordance with ITB 15.7(a)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 15.7	Price per line item net of Custom Duties and Import Taxes paid	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 15.7	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.7	Total Price per line item (Col. 9+10)
[insert number of the item]	As per Schedule of Requirements At Page No. 12	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	As per Schedule of Requirements	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
Lot # 1											
Lot # 2											
Lot # 3											
Lot # 4											
Lot # 5											
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

** [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

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SECTION VIII
SPECIAL CONDITIONS OF THE CONTRACT (SCC)

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Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is: [Chief Controller of Purchase, Pakistan Railways, Headquarters Office, Lahore.]
2.	1.1(j)	The Supplier is: [Name and address]
3.	1.1(q)	The title of the subject Procurement of Wooden sleeper, Crossing Timbers different sizes (Untreated) for Project ***Procurement of Wooden Sleeper, Crossing Timbers different sizes (LOT Wise-Untreated) for Revenue-DAP Basis*** Tender No. 211-S-1541-TSO
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: [English]
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of the [Governing Laws of Federal Government]
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is [as per quoted offer]
Performance Security (or guarantee) (GCC 10)		
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: [5% of the Contract Price] in the name of **Chief Controller of Purchase**, Pakistan Railways, Headquarters Office
8.	10.4	Performance Security (or guarantee) shall be valid and same will be withheld upto warranty period to cover the Supplier's warranty obligations in accordance with Warranty Certificate.
Inspections and Tests (GCC 11)		
9.	11.1	
	11.2	DAP The inspection of material will be carried out within Pakistan jointly by Assistant Engineer/Sleeper Inspection, Lahore and DCP/Inspection, concerned (Mughalpura or Karachi Cant) on inspection call given by the Supplier to both the officials. All incidental charges, thereof, will be borne by Supplier. Arrangements for transit of the Inspection Team from the Railway Station to the site of Inspection and accommodation etc. will be made by supplier and charges thereof will be borne by Supplier. Pakistan Railways is a liberty to test the representative sample of wood material from any lot of offered Wooden Sleeper, crossing timbers different sizes from Pakistan Forest Institute Peshawar, at suppliers cost. Wood material cannot be offered for inspection purpose at Haripur Band Depot. The supplier will inform the Track Supply Officer, in writing, to depute AEN/Sleeper Inspection Lahore at least one week in advance for inspection of wood material. DCP/Inspection concerned (Mughalpura or Karachi Cantt) will be informed separately for inspection. The rejected material will have to be lifted by the supplier with his own arrangement and expenses. Pakistan Railways may depute its representative to inspect to the premises/factory/godown of the supplier/manufacture to assess the suitability of Supplier before issuance of Purchase Order in term of storage, sawing machines and drying facilities. The successful bidder must provide the Hammer duly emboss for punching of the specific number of Purchase Order and year of supply on Wooden sleeper, crossing timbers different sizes, to the inspection team at the time of inspection of wooden sleeper, crossing timbers different sizes.
Packing (GCC Clause 12)		
10.	12.2	The following SCC shall supplement GCC Clause 12.2: Any further packing requirement in accordance with standard export packing specified by the Pakistan Railways in the Technical Specification.

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Delivery and Documents (GCC Clause 13)		
11.	13.3	As above (Clause-------)
Warranty Certificate (GCC Clause 18)		
12.	18.2	Contract No._____ Dated _____ i. The seller warrants that the stores will be in accordance with the particulars mentioned in the purchase order. ii. The seller warrants that the stores will be brand new and free from defects in material and workmanship. iii. The seller's obligation under the warranties expressed in Sub-paragraphs (i) & (ii) above shall be limited to replacement for Haripur Band Depot, free of cost, for such stores wooden sleeper, crossing timbers different sizes which at the time of receipt by the consignee or under normal use and maintenance, prove defective in material/workmanship of fail to comply with the required performance in the normal course of service. In case of non replacement of defective material, the cost of such material shall be recovered from the performance security. The warranty shall be valid for a period of 12 Months from the date of receipt of last supply of material at Haripur Band Depot. Security shall be released after issuance of satisfactory working report by AEN Sleeper Inspection. iv. The Purchaser would be entitled to retain entire security deposit against the Purchase Order till the expiry of warranty period. This warranty shall be in addition to the rejections/replacements under normal inspection.
13.	18. & 18.5	The period for correction for defects in the warranty period is as per Warranty Certificate.
Payment (GCC Clause 19) Once		
14.	19.1	The method and conditions of payment to be Supplier under this Contract shall be as follows:
		100% payment will be made to the supplier by the Senior Accounts Officer/Stores, Pakistan Railways, Lahore on receipt from supplier 100% bill in triplicate duly verified/certified by Assistant Engineer/Sleeper Inspection, Lahore alongwith Inspection Certificate (Negotiable copy) and Material Receipt Note (Pink Copy). Inspection Certificate will be signed jointly by AEN/Sleeper Inspection & DCP/Inspection concerned (Mughalpura, Karachi Cantt). Material Receipt Note will be prepared by WKP/HPD to be issued on receipt of material in Sleeper Depot Haripur Band Wazirabad on the basis of free delivery at Haripur Band Wazirabad. The AEN/Sleeper Inspection Pakistan Railways, Lahore will countersign all the Material Receipt Notes as a token that inspected and passed Wooden sleeper, Crossing timbers different sizes (Untreated) have correctly been received in the Haripur Band Depot. AEN/Sleeper Inspection Pakistan Railways, Lahore will record the same certificate on bill. <u>Payment of taxes</u> No payment should be allowed to any contractors engaged in supply of goods or services without production of clearance certificate from Excise and Taxation Department (Professional Tax Branch). Sale of goods against this purchase order shall be subject to the production of proof of payment of duty and taxes by the seller. No payment shall be admissible unless and until the paid proof in provided. Payment shall be made on presentation of Sale Tax Registration No. as well as proof of payment of sale tax to the Sale Tax Department. (As per applicable by Federal Government). <u>Note</u>:- a) The payment to the registered suppliers is linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL, his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
Prices (GCC 20)		
15.	20.1	Not applicable.
Liquidated Damages (GCC Clause 26)		

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16.	25.1	Delivery period, as mentioned in the tender documents needs to be complied with. Should the supplier fail to deliver the material within the period prescribed for each installment, the purchaser shall be entitled to withhold payment until the whole of the material has been supplied and to recover from the contractors/supplier as agreed Liquidated damages, and not by way of penalty, a sum of 0.5% of the price of the item the contactor/supplier has failed to deliver as aforesaid for each and every week for which the delivery of such material may be in arrear subject to maximum of 10% of the items in arrears. Grace period of 15 days will, however, is allowed as per CCP procedure order. However, the bid accepting authority reserves itself the right to waive the imposition of LD charges on the merit of the case without financial concurrence Procedure order No. 600 dated:20.08.2024.
Procedure for Dispute Resolution (GCC Clause 32)		
17.	32.3	For Contracts to be entered with nationals of Pakistan: If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 10 (Ten) days following a notice sent by one Party to the other Party in this regard. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Lahore and proceedings will be conducted in English. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.
Notices (GCC Clause 35)		
18.	35.1	— Procuring Agency's address for notice purposes: Chief Controller of Purchase, Pakistan Railways Headquarter Office Abdul Hameed Bin Badees Road, Lahore.
FURTHER SPECIAL TERMS AND CONDITIONS OF CONTRACT		
Place of Delivery		
19.		Haripurband Depot, Pakistan Railways, Wazirabad
Delivery Period		
20.		i. **Twelve (12) Months:** At least half of total quantity shall be supplied within **Eight (08) Months** from date of signing of Agreement. 100% quantity of Wooden sleeper, Crossing Timbers different sizes would have to be supplied by the supplier within **Twelve (12) Months** from the date of signing of Agreement. ii. Eligible country means all countries to whom Govt of Pakistan has business relations as per Government's Notifications in specific reference to the goods being intended to be purchased. iii. Goods mean Wooden Sleeper, Crossing Timbers, as detailed in Schedule of Requirements. iv. Goods from such countries with whom Pakistan is not in business relation or on whom international sanctions are imposed, will not be acceptable. v. The bidding is open to National competition as per policy of the government. vi. The total supply shall have to be completed within stipulated delivery period.
Source of Funding		
21.		***Revenue***

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22.		The successful bidder shall provide Performance security to the Purchaser in the prescribed form. The said security shall be furnished or caused to be furnished by the bidder within 14 days or extended period, after the receipt of letter of acceptance. The performance security shall be for an amount of 5% contract value in the favor of Chief Controller of Purchase Pakistan Railway Headquarters Office Lahore. Such security shall, at the options of the bidder, be in the form of either; a) The Bank Guarantee from a Scheduled Bank in Pakistan or b) CDR or Banker's Cheque. If the successful bidder fails to accept the Purchase Order containing terms & conditions of contract, within 14 (fourteen) days after being called upon to do so, such failure shall constitute a breach of contract and Purchaser shall be entitled the cancel the Purchase Order with forfeiture of Performance security/security deposit. c) The cost of complying with requirements of this Sub-Clause shall be borne by the bidder; Performance security shall be valid for period of 28 days beyond date of warranty. No amount of interest will be paid to the successful or unsuccessful bidders by the Purchaser on the amount of Performance Security will in custody of the Purchaser.
23.		Purchaser reserves the right to take punitive action against the bidders found in involved corrupt & fraudulent practices during the bidding process including collusive practices among the bidders designed to establish bid price at artificial, non-competitive level, in the light of PPRA Rule No. 2(f).
Right To Reject		
24.		Railway Administration is at liberty to draw representative sample of Wooden Sleeper, crossing timbers different sizes, for testing purposes from any testing lab in Pakistan and/or from Forest Institute, Peshawar at the expenses of supplier from any lot of Wooden Sleeper, crossing timbers different sizes, offered for inspection by the contractor. The contractor/supplier shall be required to removes the rejected material at their own cost. No claim arising out of the sub-standard material, being rejected shall be entertained.
Termination		
25.		In case of failure of Bidder to commence the supply, or failure to stick to delivery schedule during the currency of contract, to abandon the supply before completion of supply of agreemental quantity, without cogent reasons, Purchase Order would be liable to be terminated with forfeiture of an amount of 5% of the value of goods in arrears. Purchaser also reserves the right to take any other legal action in case of breach of contract which may include forfeiture of entire 5% performance security debarring the supplier for a certain period of to take action in accordance with Black Listing Policy of Pakistan Railways circulated vide MOR letter No. 39-1/96-P&S dated May 20, 2013 & PPRA Rules.

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SECTION IX: CONTRACT FORMS

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Form of Contract

THIS AGREEMENT No. made the ___ day of **July 2023** between [office of the **Chief Controller of Purchase**, Pakistan Railways, Headquarter Office, Abdul Hameed Bin Badees Road, Lahore of Pakistan (hereinafter called "the **Procuring Agency**") of the one part and [ ] (hereinafter called "the **Supplier**") of the other part:

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to Tender No. opened on .

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: -

i.	*This Contract Agreement*	*Annexure-1*
ii.	*The Form of Bid and the Price Schedule submitted by the Bidder;*	*Annexure-2*
iii.	*The Schedule of Requirements;*	*Annexure-3*
iv.	*The Technical Specifications;*	*Annexure-4*
v.	*The Special Conditions of Contract;*	*Annexure-5*
vi.	*The General Conditions of the Contract;*	*Annexure-6*
vii.	*The Procuring Agency's Letter of Acceptance;*	*Annexure-7*
viii.	*The Description of Material alongwith Rates*	*Annexure-8*
ix.	*The Integrity Pact*	*Annexure-9*
x.	*Any other relevant Railways rules/Policies.*	

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

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

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

PROCURING AGENCY	**SUPPLIER**
Signed, sealed, delivered by	Signed, sealed, delivered by **Name:**_____
Witness to the signatures of the Procuring Agency: ……	Witness to the signatures of the Supplier: ……

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Performance Security (or guarantee) Form

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

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

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

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

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

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

[name of bank or financial institution]_____

[address]_____

[date]_____

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Integrity Pact

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

Contract:_____ Number: _____ Contract:_____ Value: _____

Contract Title: _____ Dated: _____

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

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

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

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

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

_____ _____

[Buyer] [Seller/Supplier]

Advertised Tender No. 211-S-1541-TSO	Opening Date: 10.12.2026	
S. No.	**EVALUATION CRITERIA**	**Compliance by Firms/Bidders**
1.	Has the bidder attached bid security (in original) with the "TECHNICAL & FINANCIAL PROPOSAL" (correct in all respects) as stipulated in this tender?	
2.	Has the bidder confirmed Railway Specifications / Requirements/ Descriptions as stipulated in this tender?	
3.	Is the bid validity is in accordance with General Terms and Conditions i.e One Hundred Twenty **(120) days** from the date of opening of tender? (i.e from the date of opening of technical proposal)?	
4.	Has the bidder confirmed delivery period / schedule and delivery terms as stipulated in this tender?	
5.	Has the bidder confirmed place of delivery as stipulated in this tender?	
6.	Is the offer un-conditional?	
7.	Has the bidder indicated its Sales Tax Registration Number and National Tax Number?	
8.	Is the bidder on Active Tax Payer List (ATL) of FBR?	
9.	Is the bid on prescribed tender forms duly Computer/ Machine typed and free from overwriting, erasing and correction?	
10.	Has the bidder numbered all the documents including the bid, technical literature, drawings, or any other documents, with a reference in the signed Index placed on the top of bid?	
11.	Is every Page of the bid including bidding documents is signed and stamped?	
12.	Has the bidder quoted for full tendered quantity for the lot?	
13.	Has the bidder confirmed General/Mandatory/Special Terms & Conditions of the tender.	
14.	Is the bid computer typed in accordance with instruction contained in the tender?	
15.	Does the bid contain complete bidding documents (prescribed) i.e having all the pages of prescribed/ duly approved bidding documents and which are duly filled, signed and stamped (Literature, Annexure, Letters etc attached with the prescribed document must be duly stamped and signed by the bidder(s)	

NOTE:- **I/We hereby confirmed that we have read and understood fully the Tender Terms and conditions, and fill the compliance column of above table.**

Signature_____
Name of Signatory_____
Stamp and Date_____

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