

NATIONAL STANDARD BIDDING DOCUMENTS

Procurement of Toners for Printers & Photocopier Machines

(Single Stage one Envelop Procedure)

(National Competitive Bidding)



**Public Procurement Regulatory Authority
Pakistan**

December, 2023

Standard Bidding Documents for Procurement of General Goods

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

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

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

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

Section VI - Standard Forms

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

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

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

Section VIII - Special Conditions of Contract (SCC)

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.

PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS



PUBLIC PROCUREMENT REGULATORY AUTHORITY PAKISTAN

Procurement Notice (PN)

No.

REQUEST FOR PROPOSAL

PROCUREMENT OF TONERS FOR PRINTERS & PHOTOCOPIER MACHINES

1. The Public Procurement Regulatory Authority has reserved Funds for the procurement planned for FY 2023-24. The Authority intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "Procurement of the Toners for Printers & Photocopier Machines.
2. The Public Procurement Regulatory Authority, invites electronic bids from the original manufacturers / authorized distributors / suppliers / Contractors / service Providers etc. registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for supply of Toners for Printers and Photocopier Machines.
3. The Subject Procurement shall be conducted in accordance with single stage one envelop, and shall be evaluated on the basis of Least Cost Basis, in terms of the provisions prescribed in Public Procurement Rules, 2004, E-Pak Procurement Regulations, 2023 and any other regulations, procurement guidelines or instructions
4. All Proposals must be accompanied by a Bid Security amounting to Pak Rupees Rs. 50,000/- in the shape of Cheque / bank drafted and pay order.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on E-Pak Acquisition & Disposal System (EPADS) at (www.eprocure.gov.pk) for all the interested bidders registered on EPADS. Bidders are required to get themselves registered on EPADS 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 on or before ([11:00], [15-04-2024]). E-bids will be opened by using EPADS on the same day at (mention bid opening time at least 30 minutes after bid closing time).
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website (mention website) and on Authority's website at (www.ppra.org.pk)

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A. INTRODUCTION

1. Scope of Bid	1.1	The PPRA invites Bids for the provision of Toners for Printers & Photocopier Machines as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements . The successful Bidders will be expected to deliver the Toners for Printers & Photocopier Machines 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 of Invitation for Bids.
3. Eligible Bidders	1.	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan. 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.
	2.	The invitation for Bids is open to all prospective supplier, 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.
	3.	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a. 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 PPRA 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. b. have controlling shareholders in common; or c. receive or have received any direct or indirect subsidy from any of them; or d. have the same legal representative for purposes of this Bid; or e. 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 Bid of another Bidder, or influence the decisions of the PPRA regarding this Bidding process; or f. Submit more than one Bid in this Bidding process.
	4.	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> a. he is declared bankrupt or, in the case of company or firm, insolvent; b. 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; c. legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; d. the Bidder is convicted, by a final judgment, of any offence involving professional conduct; e. the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. f. The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	5.	Bidders shall provide to the PPRA evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	6.	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the PPRA, as PPRA shall reasonably request.
	7.	Bidders shall submit proposals 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	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 stated in the section-4 titled as "Eligible Countries".
	2.	For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are to be supplied.
	3.	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
5. One Bid per Bidder	1.	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder.
	2.	No bidder can be a sub-contractor while submitting a Bid individually in the same Bidding process.
	3.	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Authority 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 Documents	7.1	<p>The Goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p>Section I -Invitation to Bids</p> <p>Section II Instructions to Bidders (ITBs)</p> <p>Section III Bid Data Sheet (BDS)</p> <p>Section IV Eligible Countries</p> <p>Section V Technical Specifications, Schedule of Requirements, Evaluation Criteria Technical Specifications & Schedule of Requirements.</p> <p>Section VI Forms – Bid</p> <p>Section VII General Conditions of Contract (GCC)</p> <p>Section VIII Special Conditions of Contract (SCC)</p> <p>Section IX Contract Forms</p>
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.4	The PPRA is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the PPRA or the signed pdf version downloaded from the website of the PPRA. However, PPRA shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.5	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 will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the PPRA in writing or in electronic form that provides record of the content of communication at the PPRA's address indicated in the BDS .
	8.2	PPRA will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification 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 23.1 . However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	<p>Copies of the PPRA's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.</p> <p>In case of downloading of the Bidding Documents from the website of the PPRA, the response of all such queries will also be available on the same link available at the website.</p>
	8.4	Should the PPRA deem it necessary to amend the Bidding Documents 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 Documents.
	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 transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the PPRA 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 PPRA 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.
	9.2	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the PPRA. PPRA shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS:</p> <p>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline</p>
	9.3	<p>To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the PPRA may, at its discretion, extend the deadline for the submission of Bids:</p> <p>Provided that the PPRA shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>

C. PREPARATION OF BIDS

10. <i>Language of Bid</i>	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the PPRA shall be written in the English language unless 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 specified in the BDS , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. <i>Documents and Sample(s) Constituting the Bid</i>	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a. Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b. Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; c. 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; d. Bid security furnished in accordance with ITB 18; e. Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and f. Any other document required in the BDS.
	11.2	<p>Where a sample(s) is required by a procuring agency, the sample shall be:</p> <ul style="list-style-type: none"> a. submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; b. carriage paid; c. received on, or before, the closing time and date for the submission of bids; and d. evaluated to determine compliance with all characteristics listed in the BDS.
	11.3	<p>The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)-</p> <ul style="list-style-type: none"> a. do(es) not conform to all characteristics prescribed in the bidding documents; and b. is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
	11.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	11.5	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. <i>Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents</i>	12.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

	12.3	<p>The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a. a detailed description of the essential technical specifications and performance characteristics of the Goods; b. an item-by-item commentary on the PPRA's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c. any other procurement specific documentation requirement as stated in the BDS.
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the PPRA.
	12.5	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the PPRA in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the PPRA's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 11 , 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.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the PPRA that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of the PPRA that:</p> <ul style="list-style-type: none"> a. in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan; b. the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. c. that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	1.	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	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 in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	2.	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	3.	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ul style="list-style-type: none"> a. where there is only one (substantially) responsive bidder, or b. where there is provision for alternate proposals and the respective items are not listed in the other bids, <p>PPRA may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	4.	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid.
	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 deliver under the contract.

	6.	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>a. For goods manufactured from within Pakistan</p> <p>i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <p>A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory;</p> <p>or</p> <p>b. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</p> <p>ii) all applicable taxes which will be payable on the goods if the contract is awarded.</p> <p>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the BDS.</p>
	15.8	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the PPRA. This, shall not in any way limit the PPRA's right to contract on any of the terms and conditions offered: -</p> <p>a) For Goods: -</p> <p>i. the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS</p> <p>ii. all sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder</p>
	15.9	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, pursuant to ITB 28.
	15.10	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1	<p>Prices shall be quoted in Pakistani Rupees.</p> <p>The quoted price should be firm, final and clearly written / typed both in digits and in words without any ambiguity</p> <p>The price should include all government applicable taxes, duties, delivery and installation charges etc.</p> <p>The rates/ prices against each item shall be entered against each item with Genuine Serial Numbers as per details attached.</p>
17. Bid Validity Period	1.	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline i.e. A Bid valid for a shorter period shall be rejected 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.
	2.	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the PPRA may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. 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 for the period of the extension, and in compliance with ITB 18 in all respects.
18. Bid Security	18.1	Pursuant to ITB 11, unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the PPRA and in the amount and currency specified in the BDS in the format provided in Section VI (Standard Forms) .
	18.2	The Bid Security is required to protect the PPRA against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9.

	18.3	<p>The Bid Security shall be denominated in the local currency, and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> a. a bank guarantee, or another form acceptable to the PPRA and 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; b. a cashier's or certified cheque; or c. another security if indicated in the BDS
	18.4	The Bid Security shall be in accordance with the Form of the Bid Security included in Section VI (Standard Forms) or another form approved by the PPRA prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	Any Bid not accompanied by a Bid Security in accordance with ITB 18.1 or 18.3 shall be rejected by the PPRA as non-responsive, pursuant to ITB 28 .
	18.7	<p>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 PPRA pursuant to ITB 17. The PPRA shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> a. the expiry of the Bid Security; b. the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; c. the rejection by the PPRA of all Bids; d. the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41 , or furnishing the performance security (or guarantee), pursuant to ITB 42 .
	18.9	<p>The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> a. if a Bidder: <ul style="list-style-type: none"> i. withdraws its Bid during the period of Bid Validity as specified by the PPRA, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii. does not accept the correction of errors pursuant to ITB 30.3; or b. in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> i. to sign the contract in accordance with ITB 41; or ii. to furnish performance security (or guarantee) in accordance with ITB 42.
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 19.2 shall prevail.
	19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of goods.
	19.3	If so allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.

20. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and one copy of the Bid as indicated in the BDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail. Since this bid is Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. Note: <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.</i>
	22.2	The inner and outer envelopes shall: a) be addressed to the PPRA at the address given in the BDS ; and b. bear the title of the subject procurement as indicated in the BDS , the Invitation to Bids (ITB) title and number indicated in the BDS , and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS , pursuant to ITB 23.1 .
23. Deadline for Submission of Bids	23.1	Bids shall be received by the PPRA no later than the date and time specified in BDS .
	23.2	The PPRA may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of the PPRA and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1	The PPRA shall not consider for evaluation of any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23 .
	24.2	Any Bid received by the PPRA after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the PPRA prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22 .

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids	26.1	The PPRA will open all Bids, in public through EPADS, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS . The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid.
	26.5	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	26.6	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the PPRA against any claim or failure to read out the correct information contained in the Bidder's Bid.

	26.7	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24 .
	26.8	The PPRA shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, and the presence or absence of a Bid Security.
	26.9	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the PPRA processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the PPRA on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the PPRA may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the PPRA shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. Only the correction of arithmetic errors discovered by the PPRA in the evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a. evaluation & qualification criteria; b. required scope of work or specifications; c. all securities requirements; d. tax requirements; e. terms and conditions of bidding documents. f. change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the PPRA on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the PPRA will determine whether each Bid: <ul style="list-style-type: none"> a. meets the eligibility criteria defined in ITB 3 and ITB 4; b. has been prepared as per the format and contents defined by the PPRA in the Bidding Documents; c. has been properly signed; d. is accompanied by the required securities; and e. is substantially responsive to the requirements of the Bidding Documents. <p>The PPRA's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	29.2	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: - <ul style="list-style-type: none"> a. affects in any substantial way the scope, quality, or performance of the Services; b. limits in any substantial way, inconsistent with the Bidding Documents, the PPRA's rights or the Bidder's obligations under the Contract; or c. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The PPRA will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.

	29.4	<p>The PPRA may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The PPRA either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the PPRA. Examples of minor informalities or irregularities include failure of a bidder to –</p> <ul style="list-style-type: none"> a. Submit the number of copies of signed bids required by the invitation; b. Furnish required information concerning the number of its employees; c. the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.
	29.7	If a Bid is not substantially responsive, it will be rejected by the PPRA and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	The PPRA shall examine the Bid 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.
	30.2	The PPRA shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22 , to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the PPRA determines that the Bid is not substantially responsive in accordance with ITB 29 , it shall reject the Bid.
31. Correction of Errors	31.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a. if there is a discrepancy between unit prices 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 PPRA 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; b. 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 c. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d. 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.
	31.2	The amount stated in the Bid will, be adjusted by the PPRA 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 in accordance with ITB 18.9 .
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
33. Evaluation of Bids	33.1	The PPRA shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 .
	33.2	<p>The PPRA's evaluation of a Bid will take into account:</p> <ul style="list-style-type: none"> a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder;

		<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5:</p> <p>a. delivery schedule offered in the Bid;</p> <p>b. deviations in payment schedule from that specified in the Special Conditions of Contract;</p> <p>c. the cost of components, mandatory spare parts, and service;</p> <p>d. other specific criteria indicated in the TBS and/or in the Technical Specifications.</p>
	33.5	<p>For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <p>a. <i>Deviation in payment schedule.</i></p> <p>i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The PPRA may consider the alternative payment schedule offered by the selected Bidder.</p> <p style="text-align: center;">Or</p> <p>ii) The SCC stipulates the payment schedule offered by the PPRA. If a Bid deviates from the schedule and if such deviation is considered acceptable to the PPRA, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.</p> <p>b. <i>Cost of spare parts</i></p> <p>i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.</p> <p style="text-align: center;">Or</p> <p>ii. The PPRA will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.</p> <p style="text-align: center;">Or</p> <p>iii. The PPRA will estimate the cost of spare parts usage in the initial period of operation specified in the BDS, based on information furnished by each Bidder, as well as on past experience of the PPRA or other PPRA's in similar situations. Such costs shall be added to the Bid price for evaluation.</p> <p>c. <i>Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
34. Domestic Preference	34.1	<p>If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.</p>

35. Determination of Most Advantageous Bid	35.1	Cost Based Evaluation Technique shall be adopted for determining the most advantageous bid and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	<p>Where the Bid price is considered to be abnormally low, the PPRA shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ol style="list-style-type: none"> The PPRA may reject a Bid if the PPRA has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; Before rejecting an abnormally low Bid the PPRA shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low; The decision of the PPRA to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; The PPRA shall not incur any liability solely by rejecting abnormally low Bid; and <p>e. An abnormally low Bid means, in the light of the PPRA's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>Guidance for PPRA:</p> <p>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ol style="list-style-type: none"> Comparing the bid price with the cost estimate; Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	36.3	The PPRA will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.4	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, pursuant to ITB 13.3, as well as such other information as the PPRA deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.6	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 PPRA will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

37. Criteria of Award	37.1	<p>Subject to ITB 36 and 38, the PPRA will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <ol style="list-style-type: none"> eligible in accordance with the provisions of ITB 3; is determined to be qualified to perform the Contract satisfactorily; and Successful negotiations have been concluded, if any.
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38. Negotiations	38.1	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <ul style="list-style-type: none"> a. a minor alteration to the technical details of the statement of requirements; b. reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; c. a minor amendment to the special conditions of Contract; d. finalizing payment arrangements; e. delivery arrangements; f. the methodology for provision of related services; or g. clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the PPRA may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the PPRA shall not reopen earlier negotiations.
39. PPRA's Right to reject All Bids	39.1	Notwithstanding ITB 37 , the PPRA reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The PPRA shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. PPRA's Right to Vary Quantities at the Time of Award	40.1	The PPRA reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed quantity as specified in BDS , without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the PPRA shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified for the award by the PPRA prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the PPRA will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2 .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43 the PPRA will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to ITB 18.7 .
42. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	<p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> a. certified cheque, cashier's or manager's cheque, or bank draft; b. irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; c. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or d. surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2 .

	44.2	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC .
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	PPRA shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the PPRA after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.4	Since, the bidding procedure is Single Stage One Envelop, the complainant may raise the objection on any part of the final evaluation report.
	48.5	The GRC shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority (PPRA) on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned GRC, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

G. MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting	49.1	PPRA shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations;
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder; (b) the maximum period for which the bidder has been proposed to be debarred from participating in any public procurement of the PPRA;
	49.3	PPRA shall give minimum of seven days to the bidder for submission of written reply of the show cause notice
	49.4	In case, the bidder fails to submit written reply within the requisite time, PPRA may issue notice for personal hearing to the bidder / authorize representative of the bidder and PPRA shall decide the matter on the basis of available record and personal hearing, if availed.

	49.5	In case the bidder submits written reply of the show cause notice, PPRA may decide to file the matter or direct issuance of a notice to the bidder for personal hearing.
	49.6	PPRA shall give minimum of seven days to the bidder for appearance before the specified officer of the PPRA for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder, if availed
	49.7	PPRA shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	PPRA shall communicate to the bidder the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by PPRA to its IT & Research Section and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the PPRA.
	49.10	The bidder may file the review petition before the Review Petition Committee of PPRA within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of relevant procurement committee of PPRA. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	PPRA on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of PPRA shall be final.

Bid Data Sheet (BDS)

The following specific data for the Toners for Printers & Photocopier Machines 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 Number	Clause	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction			
1.		1.1	<p>Name of Procuring Agency: Public Procurement Regulatory Authority (PPRA)</p> <p>The subject of procurement is: Procurement of Toners for Printers & Photocopier Machines</p> <p>Period for delivery of goods: 30 days</p> <p>Commencement date for delivery of Goods: <u>10 days</u> after signing the contract</p>
2.		2.1 & 2.2	<p>Financial year for the operations of the Procuring Agency: 2023-24</p> <p>Description: Public Procurement Regulatory Authority requires to procure Toners for Printers & Photocopier Machines for PPRA Headquarter, located at Sector G-5/2, Islamabad.</p> <p>Name of financing institution: Public Procurement Regulatory Authority</p>
3.		4.6	Demonstration of authorization by manufacturer: required

B. Bidding Documents

4.		8.1	<p>The address for clarification of Bidding Documents is: Clarification can be obtained through e-procurement system</p> <p style="text-align: center;">Dr. Aslam Waseem</p> <p style="text-align: center;">Director General (Legal)</p> <p style="text-align: center;">Public Procurement Regulatory Authority (PPRA)</p> <p style="text-align: center;">FBC Building, Sector G-5/2</p> <p style="text-align: center;">Islamabad</p>
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C. Preparation of Bids

5.		10.1	The Language of all correspondences and documents related to the Bid is English.
6.		11.1 (h)	<p>In addition to the documents stated in ITB 11, the following documents must be included with the Bid</p> <ul style="list-style-type: none"> • Proof of the registration of firm with income tax and Sales tax departments • Proof of the bidder that it is listed on the Active Tax Payer (ATL) list of FBR. • Duly signed and stamped compliance certificate as mentioned vide form 6 of this document. • An Affidavit on Rs.100/-value stamp paper duly attested by Notary public, that the firm is not blacklisted by the government /semi government department as per specimen 7 of this document. • An Affidavit on Rs.100/-value stamp paper duly attested by Notary public, that the firm will provide only original/ genuine and brand new products/ items and not the substandard, counterfeited or fake products/ items (where applicable)as per specimen at Form 8. • The firm should have at least three years of experience of providing Toners for Printers & Photocopier Machines. • The firm should provide proof of 3 successful deliveries to the Public Sector organizations amounting to Rs 1 Million and above. The firm shall attached proof of the supplies in the form of completion certificate/purchase order. • Authorization from manufacturer is mandatory <p>Note: bidders unable to fulfill the above mentioned mandatory criteria and failure to provide the supporting documents shall be treated as technically disqualified and will not be considered for further evaluation.</p>
7.		15.7 (a) (iii), (iv) (optional)	The price quoted shall be inclusive of all the taxes and shall include transportation charges from the warehouse to the PPRA's head office, Islamabad.
8.		15.9	The price shall be fixed.
9.		16.1 (a)	a. The currency of the Bid shall be Pakistani Rupees;

10.	17.1	The Bid Validity period shall be 120 days.
11.	18.1	The amount of Bid Security shall be [50000.00] The currency of the Bid Security shall be: Pak. Rupees
12.	18.3	The Bid Security shall be in the form of: Cheque /Bank draft / Pay order. The Original Bid security shall be submitted to the Authority before Bid Submission Deadline along with Cover Letter on the Company's original Letterhead.
13.	21.2	Written confirmation of authorization are: <i>Written authorization signed and stamped by the head of the company on its official letterhead is required.</i>

D. Submission of Bids

14.	22.2 (a)	Bid shall be submitted online on EPADS systems as well has hard copy to the following address; Public Procurement Regulatory Authority (PPRA) 1 st Floor, FBC Building, Sector G-5/2, Islamabad Bids that are not submitted on EPADS shall be disqualified.
15.	22.2 (b)	Title of the subject Procurement: Procurement of Toners for Printers & Photocopier Machines ITB title and No: [3 (19)/GS/PPRA/2021] Time and date for submission: [11:00, 15-04-2024]
16.	23.1	The deadline for Bid submission is a. Day : _____ b. Date : [15-04-2024] c. Time : [11:00]

E. Opening and Evaluation of Bids

17.	26.1	The Bid opening shall take place at: Public Procurement Regulatory Authority (PPRA) FBC Building, Sector G-5/2 Islamabad Floor/Room No: 1 st Floor, Committee Room, [1st Floor, Federal Bank for Cooperatives (FBC) Building, Ataturk Ave, G-5/2 G-5, Islamabad] Day : _____ Date: [15-04-2024] Time : [11:30]
18.	32.2	The currency that shall be used for Bid evaluation is Pakistani Rupee.

19.	35	Evaluation Techniques Least Cost Based Selection (LCBS) <ul style="list-style-type: none"> 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 as most advantageous bid. The Bidder is required to specify unit prices and total bid prices for each item in accordance with the tender specifications on the relevant Price Schedule. No alternate models or separate accessories will be considered. Bidders must provide bids for all items individually, and the financial evaluation and contract award will be based on the total price of each item. Bids quoting prices for individual items as standalone units will not be evaluated. If a bidder chooses not to quote for all items, the bid for that specific item will not be considered in the evaluation process.
20.	33.5 (b)	Delivery schedule. The successful supplier shall supply the required Toners for Printers & Photocopier Machines within 40 days of issuance of letter of acceptance / purchase order.

F. Award of Contract

21.	43.1	The Performance Security (or guarantee) 5% of contract price.
22.	43.2	The Performance Security (or guarantee) shall be in the form of bank draft / pay order
23.	44.1	The Advance Payment is not permissible
24.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

25.	49.1	The address of the Public Procurement Regulatory Authority: Grievance Redressal Committee Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan
26.		The Address of Appellate Redressal Committee to Submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan

Schedule of Requirements and Specification

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery at PPRA premises.

Schedule of Requirements and Specification

Sr	Particulars	Specifications	A/U	Quantity	Unit cost with GST	Total Cost inclusive all taxes
1	Toner of (HP Laser Jet Pro400DN)	Toners for Black and White Printers		8		
2	Toner of (HP Laser Jet M 605)	Toners for Black and White Printers		8		
3	Toner of (HP Laser Pro M404DN)	Toners for Black and White Printers		10		
4	Toner of (HP Laser Jet M553)	Toners For Color Printers		1		
5	Toner of (Panasonic KX FL 422)	Toners for Fax Machines		3		
6	Toner of (Canon L170)	Toners for Fax Machines		3		

Name in the capacity of

Signature of Bidder:.....

Duly authorized to sign the Bid for and on behalf of

Dated on day of 20

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

A. STANDARD FORMS FOR
(Single Stage One Envelope Procedure)

- Form 1:** Form of Bid
- Form 2:** Price Schedule Form
- Form 3:** Letter of Acceptance
- Form 4:** Bid Security Form
- Form 5:** Manufacturing Authorization
- Form 6:** Compliance Certificate
- Form 7:** Blacklisting Certificate
- Form 8:** Undertaking/Certificate

Form 1: Form of Bid

Date: _____

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *[description of goods and services]* in conformity with the said Bidding Documents for the sum of *[total Bid Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to **ITB Clause 3.7**.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 19**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

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

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

Dated this _____ day of _____ 20_____.

(Name)_____

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form 2: Price Schedule Form

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery at PPRA premises.

(Toners for Black & White Printers)

S.#	Particulars	Quantity
		Required
1	HP Laser Jet Pro 400DN	08
2	HP Laser Jet M 605	08
3	HP Laser Jet Pro M404DN	10

(Toners for Color Printers)

S.#	Particulars	Quantity
		Required
1	HP Laser Jet M553	01

(Toners for Fax Machines)

S.#	Particulars	Quantity
		Required
1.	Panasonic KX FL 422	03
2.	Canon L 170	03

(Toners for Photocopier)

S.#	Particulars	Quantity
		Required
1.	Konica Minolta Bizhub Pro 1100	05
2	Konica Minolta Bizhub 185E	05

Name in the capacity of

Signature of Bidder:_____

Duly authorized to sign the Bid for and on behalf of

Dated on day of 20

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Form 3:

Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

To: [name and address of the Supplier]

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 45.1**.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

Form 4:

Bid Security Form

To: *[name of the Procuring Agency]*

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the delivery of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that *we* *[name of Financial Institution]* of *[name of country]*, having our registered office at *[address of Financial Institution]* (hereinafter called "the Bank"), are bound unto *[name of PA]* (hereinafter called "the Procuring Agency") in the sum of *[amount]* for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bid

((a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

(b) Disagreement to arithmetical correction made to the Bid price; or

(c) 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.

2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: in the capacity of

signed

[Signature of the Bank]

Dated on day of 20

Form-5

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS**.]*

Date: [insert date (as day, month and year) of Bid submission]

No.: [insert number of Bidding process]

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

To: [Federal Public Procurement Regulatory Authority]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a Bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Dated on _____ day of _____, _____ [insert date of signing]

Form-6

Compliance Certificate

1. Terms & Conditions

The bids must accompany:

- a. Copies of income tax and sales tax certificate.
- b. Company Profile having Office details at Islamabad/Rawalpindi with Phone Numbers/Addresses.
- c. Affidavit on Stamp Paper of Rs. 100/- that the firm is not black listed/debarred by any government / semi government Department as per Specimen at **Annex-B**.
- d. The earnest money / bid security as per tender requirement.

1. The firms will be bound to make supply the items as per specification at PPRA HQs, Islamabad.
2. Mode of the payment based on credit and taxes will be applicable as per Government Policy amended to time and again. The firm should clearly show whether GST is included in the offered rates.
3. Terms and conditions must be signed and attached with the Tender document if agreed upon.

The firms;

- i. Must have its established office at Islamabad/Rawalpindi with Phone No./Address, Bank A/c No., at the same vicinity.
- ii. Will be bound to supply the items within specified time.

4. The Public Procurement Regulatory Authority reserves the right to accept or reject any or all bids as per PPRA rules.

Name of Firm.....

Name of Owner.....

Mailing Address with Phone

Signature / Seal of the Company.....

Form-7

(Must be Printed on Rs. 100/- Stamp Paper)

BLACK-LISTING CERTIFICATE.

CERTIFIED THAT M/S. _____ HAS NOT BEEN BLACK-LISTED/DEBARRED BY ANY PUBLIC OR PRIVATE SECTOR ORGANIZATION IN PAKISTAN..

M/S.. _____

Contact Person : _____

Address : _____

Tel #: _____ Mobile #: _____ Fax #: _____

Email : _____

Signature : _____ Dated : _____

Agency Seal :

ATTESTED BY NOTARY PUBLIC

Form-8

(Must be Provided on a Value of Rs. 100/- Stamp Paper)

UNDERTAKING / CERTIFICATE .

The firm will provide only original / genuine and brand new products and not substandard, poor quality, fake / counterfeited products / items (wherever applicable).

If provided items / information found false, or the firm found Black Listed/Debarred by any organization in Pakistan, or any criminal proceedings found in any court of law, the contract of the firm will be immediately TERMINATED without assigning any reason and making any refund / payment. Further the performance security given by the firm will also be confiscated and blacklisting/debarment proceedings may also be initiated against the firm

M/S.. _____

Authorized Contact Person Name: _____

Address : _____

Tel #: _____ Mobile #: _____ Fax #: _____

CNIC # _____ Email : _____

Signature & Thumb Impression: _____ Dated : _____

Firm's Seal :

ATTESTED BY NOTARY PUBLIC

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:	
			a)	“Authority” means Public Procurement Regulatory Authority.
			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 31 hereunder.
			c)	The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d)	The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			e)	“Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f)	“Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			g)	The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h)	“Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
			i)	“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.
			j)	“Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 3 .
			k)	“Procuring Agency” means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC .
			l)	“Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			m)	“GCC” means the General Conditions of Contract contained in this section.
			n)	“Intended Delivery Date” is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC .
			o)	“SCC” means the Special Conditions of Contract.
			p)	“Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
			q)	“Project Name” means the name of the project stated in SCC .
			r)	“Day” means calendar day.
			s)	“Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
			t)	“End User” means the organization(s) where the goods will be used, as named in the SCC .
			u)	“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.
			v)	<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.</p> <p>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.</p>
			w)	“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.

			x)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
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.
		2.3		The documents forming the Contract shall be interpreted in the following order of priority: <ol style="list-style-type: none"> 1. Form of Contract, 2. Special Conditions of Contract, 3. General Conditions of Contract, 4. Letter of Acceptance, 5. Certificate of Contract Commencement 6. Specifications 7. Contractor's Bid, and 8. Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	Conditions Precedent	3.1		Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - <ol style="list-style-type: none"> a. Submission of performance Security (or guarantee) in the form specified in the SCC; b. Furnishing of Advance Payment Unconditional Guarantee.
		3.2		If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3		If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1		The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC . Subject to GCC Clause 3.1 the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1		The contract shall be governed and interpreted in accordance with the laws of Pakistan.
6.	Country of Origin	6.1		The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1		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.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1		The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2		The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 8.1 except for purposes of performing the Contract.
		8.3		Any document, other than the Contract itself, enumerated in GCC Clause 8.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.
		8.4		The Supplier shall permit the Government of Pakistan to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan.
9.	Patent and Copy Rights	9.1		The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2		The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	Performance Security (or Guarantee)	10.1		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 and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .
		10.2		The proceeds of the Performance Security (or 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.
		10.3		The Performance Security (or Guarantee) shall be in one of the following forms:
			a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
			b)	A cashier's or certified check.

		10.4	The performance security (or 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 .
11.	Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Procuring Agency.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC .
		13.3	Documents to be submitted by the Supplier are specified in SCC .
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
		a)	Performance or supervision of on-site assembly, Installation and Commissioning of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		16.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	Spare Parts	17.1	As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
		a)	Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b)	In the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

18.	Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC .
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency specified in SCC .
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21.	Change Orders	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 , 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.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	Contract Amendments	22.1	Subject to GCC Clause 20 no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	Sub-contracts	24.1	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.
		24.2	Subcontracts must comply with the provision of GCC Clause 5 .
25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

		25.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26 unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28 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 26 .
27.	Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 24 ; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
		h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause:
			"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28.	Termination for Force Majeure	28.1	Notwithstanding the provisions of GCC Clauses 25, 26 and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, "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
		28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29.	Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30.	Termination for Convenience	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.	
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.	
32.	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .	
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.	
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .	
33.	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.	
34.	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement	
			a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
			b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .	
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.	
36.	Taxes and Duties	36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.	

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 Public Procurement Regulatory Authority
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement : Tonors for Printers & Photocopier Machines
		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 Islamic Republic of Pakistan.
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is Islamic Republic of Pakistan.
		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 (05) Five percent of the Contract Price
8.	10.4	After delivery and acceptance of the Goods, (05) percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.
		Inspections and Tests (GCC 11)
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection may be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract.
		Packing (GCC Clause 12)

10.	12.2	<p>The following SCC shall supplement GCC Clause 12.2:</p> <p>The Goods shall be packed properly in accordance with standard packing specified.</p>
		Delivery and Documents (GCC Clause 13)
11.	13.3	<p>Upon delivery of the Goods to the Procuring Agency, the Supplier shall notify the Procuring Agency and provide the following documents to the Procuring Agency:</p> <ol style="list-style-type: none"> 1. one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; 2. delivery note, or truck receipt; 3. Manufacturer's or Supplier's warranty certificate; 4. inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and <p>The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
		Warranty (GCC Clause 18)
12.	18.2	<p>GCC Clause 17.2—In partial modification of the provisions, the warranty period shall be from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ol style="list-style-type: none"> (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, <p style="text-align: center;">or</p> <ol style="list-style-type: none"> (b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.10 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
13.	18.4 & 18.5	The period for correction of defects in the warranty period is 07 working days
		Payment (GCC Clause 19)
14.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment shall be made in the Pakistani Rupees within thirty (30) days of presentation of Invoice supported by a certificate from the Public Procurement Regulatory Authority declaring that the Stationery & Misc Items have been delivered and acceptable to the Public Procurement Regulatory Authority.</p>
		Prices (GCC 20)
15.	20.1	Prices shall be fixed.

	Liquidated Damages (GCC Clause 26)	
16.	25.1	<p>Applicable rate is 0.1 per cent</p> <p>Maximum deduction: is equal to the performance security.</p>
	Procedure for Dispute Resolution (GCC Clause 32)	
17.	32.3	<p>Dispute Resolution</p> <ol style="list-style-type: none"> 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. 3. 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 Islamabad Capital Territory and proceedings will be conducted in English language. 4. 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. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. 6. 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)	

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between *[name and address of Procuring Agency]* of Pakistan (hereinafter called "the Procuring Agency") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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:-
 - a. This form of Contract;
 - b. the Form of Bid and the Price Schedule submitted by the Bidder;
 - c. the Schedule of Requirements;
 - d. the Technical Specifications;
 - e. the Special Conditions of Contract;
 - f. the General Conditions of the Contract;
 - g. the Procuring Agency's Letter of Acceptance; and
 - h. *[add here: any other documents]*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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 Supplier:

Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

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 ~~q~~*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]

Evaluation Criteria

Criterion Title	Category	Evaluation Heading	Type	Score
Authorized Dealer	Final Evaluation	If Yes, Please Attach the Dealership Certificate	Yes/No	10

Eligibility Criteria

Name	Type
Proof of the registration of firm with income tax and sales tax departments. Please attach the required certificates.	Yes/No
Proof of the bidder that it is listed on the Active Tax Payer (ATL) list of FBR. Please attach the required certificate.	Yes/No
Duly signed and stamped compliance certificate as mentioned vide form 6 of this document. Please attach the required document.	Yes/No
An Affidavit on Rs.100/-value stamp paper duly attested by Notary public, that the firm is not blacklisted by the government /semi government department as per specimen 7 of this document. Please attach the required document.	Yes/No
An Affidavit on Rs.100/-value stamp paper duly attested by Notary public, that the firm will provide only original/ genuine and brand new products/ items and not the substandard, counterfeited or fake products/ items (where applicable)as per specimen at Form 8. Please attach the required document.	Yes/No
The firm should have at least three years of experience of providing Toners for Printers & Photocopier Machines. Please attach the required document.	Yes/No
The firm should provide proof of 3 Successful deliveries to the Public sector organizations amounting of Rs 1 Million and above. The firm shall attached proof of the supplies in the form of completion certificate/purchase order. Please attach the required document	Yes/No
Authorization from manufacturer is mandatory. Please attach the required document.	Yes/No

Checklist

Name	Type
Proof of the registration of firm with income tax and sales tax departments attached?	Yes/No
Proof of the bidder that it is listed on the Active Tax Payer (ATL) list of FBR attached?	Yes/No
Duly signed and stamped compliance certificate as mentioned vide form 6 of this document attached?	Yes/No
An Affidavit on Rs.100/-value stamp paper duly attested by Notary public, that the firm is not blacklisted by the government /semi government department as per specimen 7 of this document attached?	Yes/No
An Affidavit on Rs.100/-value stamp paper duly attested by Notary public, that the firm will provide only original/ genuine and brand new products/ items and not the substandard, counterfeited or fake products/ items (where applicable)as per specimen at Form 8 attached?	Yes/No
The firm should have at least three years of experience of providing Toners for Printers & Photocopier Machines attached?	Yes/No
The firm should provide proof of 3 Successful deliveries to the Public sector organizations amounting of Rs 1 Million and above attached?	Yes/No